



**Wylie Economic Development
CORPORATION**

NOTICE OF MEETING

Regular Meeting Agenda

February 24, 2017 – 6:30 A.M.
WEDC Offices – Conference Room
250 South Highway 78 – Wylie, Texas

Marvin Fuller	President
Todd Wintters	Vice President
John Yeager	Secretary
Demond Dawkins.....	Treasurer
Bryan Brokaw	Board Member
Mayor Eric Hogue.....	Ex-Officio Member
Mindy Manson, City Manager	Ex-Officio Member
Samuel Satterwhite	Executive Director
Jason Greiner	Assistant Director
Angel Wygant	Senior Assistant

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City Website: www.wylietexas.gov within the required time frame.

CALL TO ORDER

Announce the presence of a Quorum.

CITIZEN PARTICIPATION

Residents may address the WEDC Board regarding an item that is or is not listed on the agenda. Residents must provide their name and address. The WEDC Board requests that comments be limited to three (3) minutes. In addition, the WEDC Board is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

ACTION ITEMS

- I. Consider and act upon approval of the February 10, 2017 Minutes of the Wylie Economic Development Corporation (WEDC) Board of Directors Meeting.
- II. Consider and act upon approval of the January 2017 WEDC Treasurer's Report.
- III. **(Remove from Table)** Consider and act upon issues surrounding the construction of parking improvements on WEDC property located at 111 N. Ballard.
- IV. Consider and act upon approval of a Performance Agreement between WEDC and SAF-Holland USA.
- V. Consider and act upon issues surrounding an Agreement between the WEDC and The Retail Coach, LLC for consulting services.
- VI. Consider and act upon issues surrounding a Performance Agreement between the WEDC and All State Fire Equipment, Inc.

VII. Consider and act upon the awarding of a bid to Texas Dirt Contractors for the completion of Sellers Work as identified in the Purchase and Sale Agreement by and Between Wylie Economic Development Corporation and Chick-Fil-A, Inc.

VIII. Consider and act upon the ratification and approval of a Real Estate Sales Contract between Patsy Jo McMillan, Margaret McMillan, and the WEDC.

DISCUSSION ITEMS

IX. Staff report: review issues surrounding WEDC Performance Agreement Summary, Environmental Activity Summary, WEDC Financial Audit, Wylie Days, Collin County Days, Highway 78 WEDC Pad Sites, Promotional Activities, and regional housing starts.

X. Discuss issues surrounding a proposed mixed use concept on WEDC property located on Jackson Street between Oak and Marble.

EXECUTIVE SESSION

Recess into Closed Session in compliance with Section 551.001, et.seq. Texas Government Code, to wit:

Section 551.072 (Real Estate) of the Local Government Code, Vernon's Texas Code Annotated (Open Meetings Act). Consider the sale or acquisition of properties located near the intersection of:

- Ballard & Stone

Section 551.087 (Economic Development) of the Local Government Code, Vernon's Texas Code Annotated (Open Meetings Act).

- Project 2015-12a
- Project 2016-10a
- Project 2017-1a
- Project 2017-2a

Section 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. A governmental body may not conduct a private consultation with its attorney except:

- (1) when the government body seeks advice of its attorney about:
 - a. pending or contemplated litigation; or
 - b. a settlement offer, or

(2) of a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Receipt of a complaint from Mark Winnubst and Latrice Andrews of Sheils Winnubst, PC.

RECONVENE INTO OPEN MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this 20th day of February 2017 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: www.wylietexas.gov.

Carole Ehrlich, City Secretary

Date Notice Removed

Minutes
Wylie Economic Development Corporation
Board of Directors Meeting

Friday, February 10, 2017 – 6:30 A.M.
WEDC Offices – Conference Room
250 South Highway 78 – Wylie, Texas

CALL TO ORDER

Announce the presence of a Quorum

President Marvin Fuller called the meeting to order at 6:30 a.m. Board Members present were John Yeager, Todd Wintters, Demond Dawkins and Bryan Brokaw.

Ex-officio member Mayor Eric Hogue and City Manager Mindy Manson were present.

WEDC staff present was Executive Director Sam Satterwhite, Assistant Director Jason Greiner and Senior Assistant Angel Wygant.

CITIZEN PARTICIPATION

There being no citizen participation, President Fuller proceeded to Action Items.

ACTION ITEMS

ITEM NO. 1 – Consider and act upon approval of the January 20, 2017 Minutes of the Wylie Economic Development Corporation (WEDC) Board of Directors Meeting.

Staff commented that a Board Member had inquired about the property address for the 111 N. Ballard lot referenced in the Minutes. Staff informed the Board that the address is consistent with the Collin County Central Appraisal District property listing but does not correlate with the adjacent properties. To the north of the WEDC lot 103 Ballard (Boyd Recording Studio) and to the south 105-A Ballard (Unique Optique). Board President Fuller requested that the record reflect the physical location of the lot.

MOTION: A motion was made by Bryan Brokaw and seconded by Todd Wintters to approve the January 20, 2017 Minutes of the Wylie Economic Development Corporation. The WEDC Board voted 5 – FOR and 0 – AGAINST in favor of the motion.

ITEM NO. 2 – Consider and act upon a Second Amendment to a Performance Agreement between the WEDC And REVA Hospitality Wylie, LLC.

On January 9, 2017, the WEDC approved a First Amendment to the Performance Agreement between REVA Hospitality Wylie, LLC (REVA) and the WEDC for the development of a Holiday Inn Express & Suites. The First Amendment extended the date by which REVA would acquire

the 2.4 acres necessary to develop the project to February 10, 2017. Staff explained that among other recent changes to the project, REVA is going to miss the required closing date now scheduled for February 13th.

Additional changes have been presented to staff in this fast-paced project. The 98-room development was only approved for 82 rooms by IHG (Holliday Inn Express & Suites parent company). While construction cost has decreased by \$1,280,000 (\$80,000 per room), the appraised value used in the WEDC cost-benefit analysis determining new property taxes generated has not. In evaluating property taxes generated, the Appraisal District utilizes an income approach which predominately utilizes sales data in combination with a market approach. Similar sized projects in Allen (\$4.3 mm), Frisco (\$5.3 mm), and McKinney (\$3.1 mm at 53,000 square feet) were utilized for comparison. Staff utilized a \$4,000,000 new tax value figure when calculating taxes generated which remains a constant.

Based upon annual sales projections developed by IHG, \$2,000,000 is still being utilized even with 16 less rooms. The taxable sales will determine the amount of hotel & motel occupancy tax generated which is directly tied to infrastructure reimbursements. The only variation from the original calculations is a reduction in thoroughfare impact fees of \$11,520 based upon a per room fee of \$720. Based upon that change the breakeven point moves from 1.6 years to less than 1.7 years. Staff believes all other assumptions still hold true except for Real Property Improvements now being \$6,560,000 opposed to \$7,840,000 which do not impact appraised value.

Even with the amount of time which has now been lost from when the project was originally scheduled to close, REVA is not requesting an extension of the time required to receive a certificate of occupancy which is December 31, 2017. The maximum incentive of \$450,000 will be reduced to \$350,000 should REVA finish the project after December 31st but before June 30, 2018 when no incentive will be paid.

Staff recommended that the WEDC Board of Directors approve a Second Amendment to Performance Agreement extending the date by which REVA Hospitality Wylie, LLC must acquire title to property in Wylie to February 13, 2017 and further amending the number of rooms referenced in the RECITALS to 82 and project cost to \$7.92 mm.

President Fuller requested that, although the sales projections for the project remain unchanged, he would like for staff to update the internal working documents detailing the projections and economic impact of the project to reflect the updated figures reflected in the Second Amendment.

Board Member Wintters suggested modifying the date by which REVA Hospitality Wylie, LLC must acquire title to property in Wylie to March 1, 2017 instead of February 13, 2017 to ensure that ample time is given to accommodate any further delays.

MOTION: A motion was made by Todd Wintters and seconded by John Yeager to approve the Second Amendment to a Performance Agreement between WEDC and REVA Hospitality Wylie, LLC extending the date by which REVA Hospitality Wylie, LLC must acquire title to property in Wylie

to March 1, 2017 and further amending the number of rooms referenced in the RECITALS to 82 and project costs to \$7.92 mm. The WEDC Board voted 5 – FOR and 0 – AGAINST in favor of the motion.

President Fuller recessed the meeting at 6:46 a.m. for a 10-minute break to allow for the arrival of Ryan Pittman, Attorney with Abernathy, Roeder, Boyd & Hullett, PC – Attorneys at Law.

The WEDC Board of Directors reconvened into open session at 6:56 a.m. Mr. Pittman had not yet arrived. Mayor Hogue informed the Board that a State of the City luncheon was being held on February 28, 2017 at 11:30 a.m. at the First Baptist Events Center and encouraged the Board to attend if they were available. President Fuller called for an additional 5-minute recess at 6:59 a.m.

At 7:04 a.m. the WEDC Board of Directors reconvened into open session. President Fuller called the meeting to order and welcomed Ryan Pittman, Attorney with Abernathy, Roeder, Boyd & Hullett, PC – Attorneys at Law.

EXECUTIVE SESSION

Recessed into Closed Session at 7:05 a.m. in compliance with Section 551.001, et.seq. Texas Government Code, to wit:

Section 551.071 (Consultation w/ Attorney) of the Local Government Code, Vernon's Texas Code Annotated (Open Meetings Act). A governmental body may not conduct a private consultation with its attorney except:

- (1) When the government body seeks advice of its attorney about:
 - (1) pending or contemplated litigation; or
 - (2) a settlement offer, or
- (2) of a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
 - Receipt of a complaint from Mark Winnubst and Latrice Andrews of Sheils Winnubst, PC.

RECONVENE INTO OPEN MEETING

The WEDC Board of Directors reconvened into open session at 8:06 a.m. and took no action.

ADJOURNMENT

With no further business, President Fuller adjourned the WEDC Board meeting at 8:06 a.m.

Marvin Fuller, President


ATTEST:

Samuel Satterwhite, Director

Wylie Economic Development Corporation

M E M O R A N D U M

TO: Samuel Satterwhite, Executive Director

FROM: Angel Wygant, Senior Assistant 

SUBJECT: January 2017 Treasurer's Report

DATE: February 13, 2017

Issue

Consider and act upon approval of the January 2017 WEDC Treasurer's Report.

Analysis

Included this month is a **Statement of Net Position**. This document is intended to summarize the Assets and Liabilities of the WEDC. Finance felt this might be helpful to the WEDC Board as a high-level financial summary.

From the Balance Sheet, page 1:

Deposits - \$7,000. This amount reflects a deposit WEDC paid to Wylie Industrial Court for the current location of the WEDC office in the amount of \$2,000 and a \$5,000 Escrow Deposit for the purchase of the McMillan Property located at 105 N. Jackson Street.

Loan Receivable - \$60,393.97. This represents the balance of the Wylie Ice Cream Holdings note, which is reduced by the principal paid each month. There was a starting balance of \$93,950 as of December 2012. Wylie Ice Cream Holdings has 35 payments remaining with a balloon payment of \$33,248.44 due on 12-15-19.

Account Rec – Forgivable Loans - \$441,666.66. This figure includes the remaining balance of The Wedge loan in the amount of \$91,666.66. Assuming The Wedge remains in compliance with their Performance Agreement, forgiveness of the remaining loan balance will be made on 12/31/18. The figure above also includes the loan made to Exco Extrusion Dies in the amount of \$350,000. Assuming Exco remains in compliance with the terms of the Performance Agreement, this loan will be forgiven in 5 equal amounts of \$70,000 beginning on February 24, 2017 and on an annual basis thereafter.

Deferred Outflows - \$456,500. This is a total of incentive payments which are due in the future. A breakdown of these charges includes: Ascend Extrusion –Phase II - \$24,000, B & B Theatres -

\$50,000, Dank Real Estate - \$7,500, GetSet - \$20,000, All State Fire - \$40,000, Von Runnen Holdings - \$10,000, Exco Extrusion Dies - \$60,000, KREA - \$100,000, McClure Partners - \$50,000, VIAA - \$20,000, Patna Properties - \$10,000, Freudiger Holdings - \$30,000, and ACG Texas - \$35,000.

From the Balance Sheet, page 2:

Deferred Inflow - \$255,393.97. The Deferred Inflow Account tracks loans receivable from Wylie Ice Cream Holdings and Exco Extrusion Dies. The Wylie Ice Cream loan receivable is reduced by the monthly principal payment which for January was \$741.76. The Exco Extrusion Dies loan will be reduced by \$70,000 annually over a 5-year period.

Rental Deposits - \$6,000. Security deposits associated with lease obligations assigned to the WEDC as part of the purchase of 900 -908 Kirby for 2 tenants: DCU (\$3,000) and Auto Hail (\$3,000).

Revenue and Expense Report, page 2:

Interest Earnings - \$254.73. Interest earnings from the Wylie Ice Cream Holdings

Loan Repayment - \$741.76. Principal payment from the Wylie Ice Cream Holdings.

Rental Income - \$13,500. Dallas Whirlpools - \$3,400, DCU - \$3,400, Delta-E - \$800, Wheels Unlimited - \$1,400, Austin-Said - \$4,000, Richmond Hydromulch - \$500.

Revenue and Expense Report, page 3:

Office Supplies - \$86.42. General Office Supplies - (\$61.50), Holiday Office Plant (\$24.92).

Food Supplies - \$90.82. WEDC Board Mtg. Meal - December.

Incentives - \$197,414.41. Von Runnen 2 of 3 (\$10,000), B&B 4 of 6 (\$25,000), B&B Sales Tax Annual Reimb. (\$22,272.20), CSD Qrtly Sales Tax Reimb. (\$28,475.54), Exco 1 of 4 (\$20,000), Wedge Loan Forgiveness (\$91,666.67).

Special Services - \$8,276.97. Combined Survey Ind. Ct. (\$2,000), Traffic Counts - Downtown (\$600), Mowing and Lot clean-up (\$325), Key - 900 Kirby (\$1.97), Flood Plain Study FM 544 & Hwy 78 (\$4,500), Asbestos Inspection - 900 Kirby (\$850).

Community Development - \$5,065.12. WISD Ed. Foundation Gala (\$1,000), Holiday Promotion (\$65.12), CCIM Sponsorship (\$1,500), Collin College - Stetson & Stiletto Sponsorship (\$2,500).

Travel & Training - \$1,898.89. ICSC Reg. - Satterwhite, Hogue, Greiner (\$1,710), Business Mtgs/Prospect Recruitment (\$157.86), Project Updates (\$31.03).

Dues & Subscriptions - \$712.86. WDMA Annual Dues (\$75), Club Corp Dues – December (\$637.86).

Engineering & Architectural - \$1,287.00. Engineering Services – 544 Addition.

Recommendation

Staff recommends that the WEDC Board of Directors approve the January 2017 Treasurer's Report.

Attachments

January 2017 Treasurer's Report
Sales Tax Revenue

Wylie Economic Development Corporation
Statement of Net Position
As of January 31, 2017

Assets

Cash and cash equivalents	\$ 1,055,928.16	
Receivables	\$ 502,060.63	Note 1
Inventories	\$ 8,913,591.72	
Prepaid Items	\$ -	
Total Assets	\$ 10,471,580.51	

Deferred Outflows of Resources

Pensions	\$ 66,481.55
Total deferred outflows of resources	\$ 66,481.55

Liabilities

Accounts Payable and other current liabilities	\$ 110,161.58	
Unearned Revenue	\$ 261,393.97	Note 2
Non current liabilities:		
Due within one year	\$ 2,007,873.37	Note 3
Due in more than one year	\$ 3,994,227.42	
Total Liabilities	\$ 6,373,656.34	

Deferred Inflows of Resources

Pensions	\$ 2,839.41
Total deferred inflows of resources	\$ 2,839.41

Net Position

Net investment in capital assets	\$ -
Unrestricted	\$ 4,161,566.31
Total Net Position	\$ 4,161,566.31

Note 1: Includes incentives in the form of forgivable loans for \$441,666.66

Note 2: Wylie Ice Cream loan payments; Exco amortization; deposits from rental property

Note 3: Liabilities due within one year includes compensated absences of \$57,489.00

Note 4: The WEDC provides monetary incentives to companies to relocate/expand within the City of Wylie. At January 31, 2017, these commitments totaled \$466,500.00.

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE	
ASSETS		
1000-10110	CLAIM ON CASH & CASH EQUIV	1,048,928.16
1000-10115	CASH - WEDC - INWOOD	0.00
1000-10135	ESCROW	0.00
1000-10180	DEPOSITS	7,000.00
1000-10198	OTHER - MISC CLEARING	0.00
1000-10341	TEXPOOL	0.00
1000-10343	LOGIC	0.00
1000-10481	INTEREST RECEIVABLE	0.00
1000-11511	ACCTS REC - MISC	0.00
1000-11517	ACCTS REC - SALES TAX	0.00
1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
1000-12996	LOAN RECEIVABLE	60,393.97
1000-12997	ACCTS REC - JTM TECH	0.00
1000-12998	ACCTS REC - FORGIVEABLE LOANS	441,666.66
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
1000-14116	INVENTORY - LAND & BUILDINGS	8,913,591.72
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
1000-14310	PREFPAID EXPENSES - MISC	0.00
1000-14410	DEFERRED OUTFLOWS	456,500.00
		<hr/>
		10,928,080.51
		<hr/>
TOTAL ASSETS		10,928,080.51
LIABILITIES		
2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
2000-20111	MEDICARE PAYABLE	0.00
2000-20112	CHILD SUPPORT PAYABLE	0.00
2000-20113	CREDIT UNION PAYABLE	0.00
2000-20114	IRS LEVY PAYABLE	0.00
2000-20115	NATIONWIDE DEFERRED COMP	0.00
2000-20116	HEALTH INSUR PAY-EMPLOYEE (	0.07)
2000-20117	TMRS PAYABLE	0.00
2000-20118	ROTH IRA PAYABLE	0.00
2000-20119	WORKERS COMP PAYABLE	0.00
2000-20120	FICA PAYABLE	0.00
2000-20121	TEC PAYABLE	0.00
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
2000-20123	ALIMONY PAYABLE	0.00
2000-20124	BANKRUPTCY PAYABLE	0.00
2000-20125	VALIC DEFERRED COMP	0.00
2000-20126	ICMA PAYABLE	0.00
2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
2000-20130	FLEXIBLE SPENDING ACCOUNT	125.00
2000-20131	EDWARD JONES DEFERRED COMP	0.00
2000-20132	EMP CARE FLITE	12.00
2000-20151	ACCRUED WAGES PAYABLE	0.00
2000-20180	ADDIT EMPLOYEE INSUR PAY	0.00
2000-20199	MISC PAYROLL PAYABLE	0.00

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE	
2000-20201	AP PENDING	4,758.92
2000-20210	ACCOUNTS PAYABLE	105,265.73
2000-20530	PROPERTY TAXES PAYABLE	0.00
2000-20540	NOTES PAYABLE	456,500.00
2000-20810	DUE TO GENERAL FUND	0.00
2000-22270	DEFERRED INFLOW	255,393.97
2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
2000-22280	DEFERRED INFLOW - LEASE INT	0.00
2000-22915	RENTAL DEPOSITS	6,000.00
TOTAL LIABILITIES		828,055.55
EQUITY		
3000-34110	FUND BALANCE - RESERVED	0.00
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	8,229,357.46
TOTAL BEGINNING EQUITY		8,229,357.46
TOTAL REVENUE		2,729,369.72
TOTAL EXPENSES		858,702.22
REVENUE OVER/(UNDER) EXPENSES		1,870,667.50
TOTAL EQUITY & OVER/(UNDER)		10,100,024.96
TOTAL LIABILITIES, EQUITY & OVER/(UNDER)		10,928,080.51

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT# TITLE

ASSETS

1000-10312	GOVERNMENT NOTES	0.00
1000-18110	LOAN - WEDC	0.00
1000-18120	LOAN - BIRMINGHAM	0.00
1000-18210	AMOUNT TO BE PROVIDED	0.00
1000-18220	BIRMINGHAM LOAN	0.00
1000-19050	DEF OUTFLOW - CONTRIBUTIONS	27,922.29
1000-19075	DEF OUTFLOW - INVESTMENT EXP	34,333.48
1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	4,225.78
1000-19125	(GAIN)/LOSS ON ASSUMPTION CHG(	2,839.41)
		63,642.14

TOTAL ASSETS

63,642.14

LIABILITIES

2000-20310	COMPENSATED ABSENCES PAYABLE	84,693.61
2000-20311	COMP ABSENCES PAYABLE-CURRENT	0.00
2000-21410	ACCRUED INTEREST PAYABLE	4,630.85
2000-28205	WEDC LOANS/CURRENT	1,945,753.52
2000-28220	BIRMINGHAM LOAN	0.00
2000-28230	INWOOD LOAN	0.00
2000-28232	ANB LOAN/EDGE	0.00
2000-28233	ANB LOAN/PEDDICORD WHITE	552,873.65
2000-28234	ANB LOAN/RANDACK HUGHES	20,995.75
2000-28235	ANB LOAN	0.00
2000-28236	ANB CONSTRUCTION LOAN	0.00
2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	548,207.60
2000-28238	ANB LOAN/BUCHANAN	162,440.60
2000-28239	ANB LOAN/JONES:HOBART PAYOFF	193,693.04
2000-28240	HUGHES LOAN	0.00
2000-28245	ANB LOAN/DALLAS WHIRLPOOL	2,000,000.00
2000-28247	JARRARD LOAN	300,000.00
2000-28250	CITY OF WYLIE LOAN	0.00
2000-28260	PRIME KUTS LOAN	0.00
2000-28270	BOWLAND/ANDERSON LOAN	0.00
2000-28280	CAPITAL ONE CAZAD LOAN	0.00
2000-28290	HOBART/COMMERCE LOAN	0.00
2000-29150	NET PENSION LIABILITY	188,812.17
		6,002,100.79

TOTAL LIABILITIES

6,002,100.79

EQUITY

3000-34590	FUND BALANCE-UNRESERV/UNDESIG(	3,736,029.50)
3000-35900	UNRESTRICTED NET POSITION	(114,969.00)
	TOTAL BEGINNING EQUITY	(3,850,998.50)
	TOTAL REVENUE	(2,300,000.00)
	TOTAL EXPENSES	(212,539.85)

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#	TITLE
REVENUE OVER/ (UNDER) EXPENSES	(2,087,460.15)
TOTAL EQUITY & OVER/ (UNDER)	(5,938,458.65)
TOTAL LIABILITIES, EQUITY & OVER/ (UNDER)	63,642.14

CITY OF WYLIE
REVENUE AND EXPENSE REPORT - (UNAUDITED)
AS OF: JANUARY 31ST, 2017

111-WYLIE ECONOMIC DEVEL CORP
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	2,467,295.00	196,347.26	0.00	394,155.05	0.00	2,073,139.95	15.98
INTERGOVERNMENTAL REV.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST INCOME	12,958.00	1,220.21	0.00	7,208.03	0.00	5,749.97	55.63
MISCELLANEOUS INCOME	1,538,358.00	13,500.00	0.00	28,006.64	0.00	1,510,351.36	1.82
OTHER FINANCING SOURCES	0.00	0.00	0.00	2,300,000.00	0.00	(2,300,000.00)	0.00
TOTAL REVENUES	4,018,611.00	211,067.47	0.00	2,729,369.72	0.00	1,289,241.28	67.92
<u>EXPENDITURE SUMMARY</u>							
DEVELOPMENT CORP-WEDC	4,484,297.00	321,911.76	0.00	858,702.22	6,980.00	3,618,614.78	19.30
TOTAL EXPENDITURES	4,484,297.00	321,911.76	0.00	858,702.22	6,980.00	3,618,614.78	19.30
REVENUE OVER/(UNDER) EXPENDITURES	(465,686.00)	(110,844.29)	0.00	1,870,667.50	(6,980.00)	(2,329,373.50)	400.20-

CITY OF WYLIE
REVENUE AND EXPENSE REPORT - (UNAUDITED)
AS OF: JANUARY 31ST, 2017

111-WYLIE ECONOMIC DEVEL CORP
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
4000-40150 REV IN LEIU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-40210 SALES TAX	2,467,295.00	196,347.26	0.00	394,155.05	0.00	2,073,139.95	15.98
TOTAL TAXES	2,467,295.00	196,347.26	0.00	394,155.05	0.00	2,073,139.95	15.98
<u>INTERGOVERNMENTAL REV.</u>							
4000-43518 380 ECONOMIC AGREEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REV.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>INTEREST INCOME</u>							
4000-46050 CERTIFICATE OF DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46110 ALLOCATED INTEREST EARNINGS	1,000.00	223.72	0.00	1,030.27	0.00 (	30.27)	103.03
4000-46140 TEXPOOL INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46143 LOGIC INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46150 INTEREST EARNINGS	2,962.85	254.73	0.00	3,229.15	0.00 (	266.30)	108.99
4000-46160 LOAN REPAYMENT (PRINCIPAL)	8,995.15	741.76	0.00	2,948.61	0.00	6,046.54	32.78
4000-46210 BANK MONEY MARKET INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST INCOME	12,958.00	1,220.21	0.00	7,208.03	0.00	5,749.97	55.63
<u>MISCELLANEOUS INCOME</u>							
4000-48110 RENTAL INCOME	72,600.00	13,500.00	0.00	28,006.64	0.00	44,593.36	38.58
4000-48310 RECOVERY - PRIOR YEAR EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-48410 MISCELLANEOUS INCOME	115,758.00	0.00	0.00	0.00	0.00	115,758.00	0.00
4000-48430 GAIN/(LOSS) SALE OF CAP ASS	1,350,000.00	0.00	0.00	0.00	0.00	1,350,000.00	0.00
TOTAL MISCELLANEOUS INCOME	1,538,358.00	13,500.00	0.00	28,006.64	0.00	1,510,351.36	1.82
<u>OTHER FINANCING SOURCES</u>							
4000-49160 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-49325 BANK NOTE PROCEEDS	0.00	0.00	0.00	2,300,000.00	0.00 (	2,300,000.00)	0.00
4000-49550 LEASE PRINCIPAL PAYMENTS (O	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-49600 INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES	0.00	0.00	0.00	2,300,000.00	0.00 (	2,300,000.00)	0.00
<u>TOTAL REVENUES</u>							
	4,018,611.00	211,067.47	0.00	2,729,369.72	0.00	1,289,241.28	67.92

CITY OF WYLIE
REVENUE AND EXPENSE REPORT - (UNAUDITED)
AS OF: JANUARY 31ST, 2017

111-WYLIE ECONOMIC DEVEL CORP
DEVELOPMENT CORP-WEDC
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
5611-51110 SALARIES	267,575.00	20,583.72	0.00	87,731.53	0.00	179,843.47	32.79
5611-51130 OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51140 LONGEVITY PAY	1,168.00	0.00	0.00	1,168.00	0.00	0.00	100.00
5611-51145 SICK LEAVE BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51160 CERTIFICATION INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51170 PARAMEDIC INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51210 CAR ALLOWANCE	12,600.00	969.26	0.00	3,709.40	0.00	8,890.60	29.44
5611-51220 PHONE ALLOWANCE	4,656.00	1,164.00	0.00	2,328.00	0.00	2,328.00	50.00
5611-51230 CLOTHING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51260 MOVING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51310 TMRS	42,427.00	3,250.20	0.00	13,644.15	0.00	28,782.85	32.16
5611-51410 HOSPITAL & LIFE INSURANCE	32,521.00	2,846.32	0.00	11,150.00	0.00	21,371.00	34.29
5611-51415 EXECUTIVE HEALTH PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51420 LONG-TERM DISABILITY	1,471.00	154.02	0.00	385.05	0.00	1,085.95	26.18
5611-51440 FICA	17,443.00	1,278.10	0.00	2,998.65	0.00	14,444.35	17.19
5611-51450 MEDICARE	4,079.00	298.90	0.00	1,302.82	0.00	2,776.18	31.94
5611-51470 WORKERS COMP PREMIUM	716.00	81.20	0.00	495.36	0.00	220.64	69.18
5611-51480 UNEMPLOYMENT COMP (TWC)	810.00	0.00	0.00	0.00	0.00	810.00	0.00
TOTAL PERSONNEL SERVICES	385,466.00	30,625.72	0.00	124,912.96	0.00	260,553.04	32.41
<u>SUPPLIES</u>							
5611-52010 OFFICE SUPPLIES	5,500.00	86.42	0.00	311.86	0.00	5,188.14	5.67
5611-52040 POSTAGE & FREIGHT	980.00	0.00	0.00	9.40	0.00	970.60	0.96
5611-52130 TOOLS/ EQUIP (NON-CAPITAL)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-52810 FOOD SUPPLIES	2,250.00	90.82	0.00	183.88	0.00	2,066.12	8.17
5611-52990 OTHER	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL SUPPLIES	13,730.00	177.24	0.00	505.14	0.00	13,224.86	3.68
<u>MATERIALS FOR MAINTENANC</u>							
5611-54630 TOOLS & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-54810 COMPUTER HARD/SOFTWARE	3,000.00	0.00	0.00	187.50	0.00	2,812.50	6.25
5611-54990 OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS FOR MAINTENANC	3,000.00	0.00	0.00	187.50	0.00	2,812.50	6.25
<u>CONTRACTUAL SERVICES</u>							
5611-56030 INCENTIVES	1,175,281.00	197,414.41	0.00	346,673.96	0.00	828,607.04	29.50
5611-56040 SPECIAL SERVICES	127,600.00	8,276.97	0.00	52,321.12	560.50	74,718.38	41.44
5611-56080 ADVERTISING	144,700.00	0.00	0.00	6,721.00	1,800.00	136,179.00	5.89
5611-56090 COMMUNITY DEVELOPMENT	52,000.00	5,065.12	0.00	8,603.36	80.00	43,316.64	16.70
5611-56110 COMMUNICATIONS	9,350.00	478.86	0.00	1,808.40	0.00	7,541.60	19.34
5611-56180 RENTAL	29,328.00	2,444.00	0.00	12,026.00	0.00	17,302.00	41.01
5611-56210 TRAVEL & TRAINING	36,000.00	1,898.89	0.00	5,481.05	0.00	30,518.95	15.23
5611-56250 DUES & SUBSCRIPTIONS	19,560.00	712.86	0.00	5,091.58	0.00	14,468.42	26.03
5611-56310 INSURANCE	4,310.00	0.00	0.00	2,898.10	0.00	1,411.90	67.24
5611-56510 AUDIT & LEGAL SERVICES	23,000.00	0.00	0.00	8,800.00	4,539.50	9,660.50	58.00
5611-56570 ENGINEERING/ARCHITECTURAL	20,000.00	1,287.00	0.00	9,874.30	0.00	10,125.70	49.37
5611-56610 UTILITIES-ELECTRIC	2,400.00	145.26	0.00	555.48	0.00	1,844.52	23.15
TOTAL CONTRACTUAL SERVICES	1,643,529.00	217,723.37	0.00	460,854.35	6,980.00	1,175,694.65	28.47

CITY OF WYLIE
REVENUE AND EXPENSE REPORT - (UNAUDITED)
AS OF: JANUARY 31ST, 2017

111-WYLIE ECONOMIC DEVEL CORP
DEVELOPMENT CORP-WEDC
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>DEBT SERVICE & CAP. REPL</u>							
5611-57110 DEBT SERVICE	1,910,906.00	0.00	0.00	0.00	0.00	1,910,906.00	0.00
5611-57410 PRINCIPAL PAYMENT	0.00	54,747.11	0.00	212,539.85	0.00	(212,539.85)	0.00
5611-57415 INTEREST EXPENSE	0.00	19,145.32	0.00	59,702.42	0.00	(59,702.42)	0.00
5611-57710 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE & CAP. REPL	1,910,906.00	73,892.43	0.00	272,242.27	0.00	1,638,663.73	14.25
<u>CAPITAL OUTLAY</u>							
5611-58110 LAND-PURCHASE PRICE	128,866.00	(507.00)	0.00	2,482,573.30	0.00	(2,353,707.30)	926.48
5611-58120 DEVELOPMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58150 LAND-BETTERMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58210 STREETS & ALLEYS	391,300.00	0.00	0.00	0.00	0.00	391,300.00	0.00
5611-58410 SANITARY SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58810 COMPUTER HARD/SOFTWARE	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
5611-58830 FURNITURE & FIXTURES	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
5611-58910 BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58995 CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	(2,482,573.30)	0.00	2,482,573.30	0.00
TOTAL CAPITAL OUTLAY	527,666.00	(507.00)	0.00	0.00	0.00	527,666.00	0.00
<u>OTHER FINANCING (USES)</u>							
5611-59111 TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59190 TRANSFER TO THOROUGHFARE IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59430 TRANSFER TO CAPITAL PROJ FU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59990 PROJECT ACCOUNTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL DEVELOPMENT CORP-WEDC	4,484,297.00	321,911.76	0.00	858,702.22	6,980.00	3,618,614.78	19.30
<hr/>							
TOTAL EXPENDITURES	4,484,297.00	321,911.76	0.00	858,702.22	6,980.00	3,618,614.78	19.30
<hr/>							
REVENUE OVER (UNDER) EXPENDITURES	(465,686.00)	(110,844.29)	0.00	1,870,667.50	(6,980.00)	(2,329,373.50)	400.20-

*** END OF REPORT ***

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FUND : 111-WYLIE ECONOMIC DEVEL CORP

PERIOD TO USE: Jan-2017 THRU Jan-2017

DEPT : 611 DEVELOPMENT CORP-WEDC

ACCOUNTS: 5611-52010 THRU 5611-58910

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== BALANCE=====

5611-52010 OFFICE SUPPLIES
B E G I N N I N G B A L A N C E 225.44

1/18/17 1/18 A77336 CHK: 087004 87470 PAPER & CLIPS 000392 25612 WEDC 61.50 286.94
1/19/17 1/19 A77490 DFT: 000280 87496 HOL. OFC. SUPPLIES 000912 8277 JAN17 WYGANT 24.92 311.86
JANUARY ACTIVITY DB: 86.42 CR: 0.00 86.42

5611-52040 POSTAGE & FREIGHT
B E G I N N I N G B A L A N C E 9.40

5611-52130 TOOLS/ EQUIP (NON-CAPITAL)
B E G I N N I N G B A L A N C E 0.00

5611-52160 TOOLS/ EQUIP - \$100-\$999.99
B E G I N N I N G B A L A N C E 0.00

5611-52810 FOOD SUPPLIES
B E G I N N I N G B A L A N C E 93.06

1/19/17 1/19 A77490 DFT: 000280 87496 WEDC BRD MTG 000912 8277 JAN17 WYGANT 10.82 103.88
1/19/17 1/19 A77490 DFT: 000280 87496 WEDC BRD MTG MEAL 000912 8277 JAN17 WYGANT 80.00 183.88
JANUARY ACTIVITY DB: 90.82 CR: 0.00 90.82

5611-52990 OTHER
B E G I N N I N G B A L A N C E 0.00

5611-54630 TOOLS & EQUIPMENT
B E G I N N I N G B A L A N C E 0.00

5611-54810 COMPUTER HARD/SOFTWARE
B E G I N N I N G B A L A N C E 187.50

5611-54990 OTHER
B E G I N N I N G B A L A N C E 0.00

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FUND	:	111-WYLIE ECONOMIC DEVEL CORP				PERIOD TO USE:	Jan-2017 THRU Jan-2017
DEPT	:	611 DEVELOPMENT CORP-WEDC				ACCOUNTS:	5611-52010 THRU 5611-58910
POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND INV/JE #	NOTE =====AMOUNT=====BALANCE=====
5611-56030		INCENTIVES					
		B E G I N N I N G B A L A N C E					149,259.55
1/03/17	1/03	A76077	CHK: 086651	87052	VON RUNNEN INCEN 2 OF 3	004500 INCENTIVE #2	10,000.00 159,259.55
1/09/17	1/09	A76610	CHK: 086808	87221	B&B INCENTIVE 4 OF 6	003925 INCENTIVE #4	25,000.00 184,259.55
1/09/17	1/09	A76610	CHK: 086808	87221	B&B INC 4/6-SLS TAX	003925 INCENTIVE #4	22,272.20 206,531.75
1/20/17	1/20	A77577	CHK: 087021	87531	CSD QRTLY SALES TAX REIM	003990 081817 WEDC	28,475.54 235,007.29
1/26/17	1/26	A77868	CHK: 087120	87649	EXCO - ADDL INC. 1 OR 4	004522 INCENT #2 012317	20,000.00 255,007.29
1/31/17	2/10	B55356		15433	JE25787 WEDGE FORGIVENESS #2	JE# 025787	91,666.67 346,673.96
		***** JANUARY ACTIVITY DB: 197,414.41 CR: 0.00					197,414.41
5611-56040		SPECIAL SERVICES					
		B E G I N N I N G B A L A N C E					44,044.15
1/06/17	1/06	A76349	CHK: 086716	87164	SURV-IND CT-HWY 78 COMB	004737 57284 WEDC	2,000.00 46,044.15
1/09/17	1/09	A76594	CHK: 086817	87221	TRAFFIC COUNTS-DWN TOWN	000701 201643 WEDC	600.00 46,644.15
1/18/17	1/18	A77353	CHK: 086998	87470	MOW-LOT BY POST OFC	001173 010317 WEDC	150.00 46,794.15
1/18/17	1/18	A77353	CHK: 086998	87470	MOW-WAGS DITCH	001173 010317 WEDC	175.00 46,969.15
1/19/17	1/19	A77490	DFT: 000280	87496	KEY - HPPY MOTORS	000912 8277 JAN17 WYGANT	1.97 46,971.12
1/30/17	1/30	A78162	VOID: 087183	87727	REVERSE VOIDED CHECK	004756 BH-247	4,500.00CR 42,471.12
1/30/17	1/30	A78170	CHK: 087205	87732	ENGN SERV-FLD PLAIN STD	004756 BH-247A	4,500.00 46,971.12
1/30/17	1/30	A78121	CHK: 087183	87723	ENG SVC-FLD PLAIN STD54	004756 BH-247	4,500.00 51,471.12
1/31/17	1/31	A78254	CHK: 087220	87762	900 KIRBY-ASBES. INSPECT	001026 17005	850.00 52,321.12
		***** JANUARY ACTIVITY DB: 12,776.97 CR: 4,500.00CR					8,276.97
5611-56080		ADVERTISING					
		B E G I N N I N G B A L A N C E					6,721.00
5611-56090		COMMUNITY DEVELOPMENT					
		B E G I N N I N G B A L A N C E					3,538.24
1/18/17	1/18	A77335	CHK: 087002	87470	WISD ED. FOUND GALA SPON	000379 706 WEDC	1,000.00 4,538.24
1/19/17	1/19	A77490	DFT: 000280	87496	HOL SUPPLIES	000912 8277 JAN17 WYGANT	65.12 4,603.36
1/19/17	1/19	A77490	DFT: 000280	87496	CCIM SPONSOR	000912 8277 JAN17 WYGANT	1,500.00 6,103.36
1/19/17	1/19	A77512	CHK: 087009	87505	STETSON & STILETTO SPONS	002472 011316 WEDC	2,500.00 8,603.36
		***** JANUARY ACTIVITY DB: 5,065.12 CR: 0.00					5,065.12
5611-56110		COMMUNICATIONS					
		B E G I N N I N G B A L A N C E					1,329.54
1/17/17	1/17	A77274	CHK: 086969	87426	INTERNET SVC	004568 2101577989 DC25-JA	204.76 1,534.30
1/18/17	1/18	A77354	CHK: 087000	87470	TABLET SVC	001797 822495799-07 DEC16	113.97 1,648.27

2-15-2017 1:46 PM		D E T A I L L I S T I N G				PAGE: 3	
FUND	:	111-WYLIE ECONOMIC DEVEL CORP				PERIOD TO USE:	Jan-2017 THRU Jan-2017
DEPT	:	611 DEVELOPMENT CORP-WEDC				ACCOUNTS:	5611-52010 THRU 5611-58910
POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE =====AMOUNT=====BALANCE=====
1/19/17	1/19	A77473	DFT: 000280	87493 TELEPHONE SVC	000912	8277 JAN17 SATTER	160.13 1,808.40
				JANUARY ACTIVITY DB:	478.86	CR: 0.00	478.86

5611-56180	RENTAL		B E G I N N I N G B A L A N C E				9,582.00
1/18/17	1/18	A77360	CHK: 086986	87470 COPIER RENTAL	003509	96805	194.00 9,776.00
1/26/17	1/26	A77935	CHK: 087147	87659 OFFICE RENT FEB 2017	003231	011617 FEB17	2,250.00 12,026.00
				JANUARY ACTIVITY DB:	2,444.00	CR: 0.00	2,444.00

5611-56210	TRAVEL & TRAINING		B E G I N N I N G B A L A N C E				3,582.16
1/19/17	1/19	A77490	DFT: 000280	87496 ICSC RG-SATT/HOG/GRE	000912	8277 JAN17 WYGANT	1,710.00 5,292.16
1/19/17	1/19	A77473	DFT: 000280	87493 BUS. MTG - WALTERS	000912	8277 JAN17 SATTER	122.58 5,414.74
1/19/17	1/19	A77473	DFT: 000280	87493 PRJ. UP - DAWKINS	000912	8277 JAN17 SATTER	31.03 5,445.77
1/19/17	1/19	A77473	DFT: 000280	87493 BUG. MTG-YEAG/COOPER	000912	8277 JAN17 SATTER	35.28 5,481.05
				JANUARY ACTIVITY DB:	1,898.89	CR: 0.00	1,898.89

5611-56220	PROFESSIONAL TRAINING		B E G I N N I N G B A L A N C E				0.00

5611-56250	DUES & SUBSCRIPTIONS		B E G I N N I N G B A L A N C E				4,378.72
1/18/17	1/18	A77352	CHK: 087001	87470 WDMA ANNUAL DUES	001078	011617 WEDC	75.00 4,453.72
1/19/17	1/19	A77473	DFT: 000280	87493 CLUB CORP DUES	000912	8277 JAN17 SATTER	637.86 5,091.58
				JANUARY ACTIVITY DB:	712.86	CR: 0.00	712.86

5611-56310	INSURANCE		B E G I N N I N G B A L A N C E				2,898.10

5611-56510	AUDIT & LEGAL SERVICES		B E G I N N I N G B A L A N C E				8,800.00

5611-56570	ENGINEERING/ARCHITECTURAL						

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D E T A I L L I S T I N G

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FUND : 111-WYLIE ECONOMIC DEVEL CORP

PERIOD TO USE: Jan-2017 THRU Jan-2017

DEPT : 611 DEVELOPMENT CORP-WEDC

ACCOUNTS: 5611-52010 THRU 5611-58910

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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5611-57710			BAD DEBT EXPENSE							
			B E G I N N I N G		B A L A N C E					0.00

5611-58110			LAND-PURCHASE PRICE							
			B E G I N N I N G		B A L A N C E					2,483,080.30

1/24/17	1/24	C55130	RCPT 00818541	22294	RFND FOR JARRARD PURCHASE				507.00CR	2,482,573.30
			*****		JANUARY ACTIVITY DB:	0.00	CR:	507.00CR	507.00CR	

5611-58120			DEVELOPMENT FEES							
			B E G I N N I N G		B A L A N C E					0.00

5611-58150			LAND-BETTERMENTS							
			B E G I N N I N G		B A L A N C E					0.00

5611-58210			STREETS & ALLEYS							
			B E G I N N I N G		B A L A N C E					0.00

5611-58410			SANITARY SEWER							
			B E G I N N I N G		B A L A N C E					0.00

5611-58810			COMPUTER HARD/SOFTWARE							
			B E G I N N I N G		B A L A N C E					0.00

5611-58830			FURNITURE & FIXTURES							
			B E G I N N I N G		B A L A N C E					0.00

5611-58910			BUILDINGS							
			B E G I N N I N G		B A L A N C E					0.00

000 ERRORS IN THIS REPORT!

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	2,925,076.52	0.00
REPORTED ACTIVITY:	296,293.04	5,007.00CR
ENDING BALANCES:	3,221,369.56	5,007.00CR
TOTAL FUND ENDING BALANCE:	3,216,362.56	

Wylie Economic Development Corporation
Balance Sheet Sub Ledger
January 31, 2017

Notes Payable

		Date of Purchase	Payment	Beginning Bal.	Principal	Interest	Rate of Interest	Principal Balance
January 1, 2017								5,778,814.34
ANBTX - 88130968	HUGHES/RANDACK(#50 of 60)	10/23/12	10,107.00	109,734.53	9,729.68	377.32	3.99	100,004.85
ANBTX -88130976	WOODBRIIDGE PKWY (#29 of 60)	8/15/14	13,267.93	655,993.58	11,794.59	1,473.34	2.61	644,198.99
ANBTX -88148481	BUCHANAN (#29 of 60)	8/13/14	7,331.95	222,881.72	6,631.73	700.22	3.77	216,249.99
ANBTX - 88149711	PEDDICORD / WHITE (#25 OF 120	12/12/14	7,382.45	601,053.11	5,278.76	2,103.69	4.20	595,774.35
ANBTX - 88158043	K&M / HOBART (#16 of 48)	9/2/15	8,745.25	272,857.22	7,835.73	909.52	4.00	265,021.49
ANBTX - 88157334	LINDUFF/EDGE (#7 of 15)	10/21/15	17,059.81	1,616,294.18	11,492.47	5,567.34	4.00	1,604,801.71
ANBTX - 88158357	DALLAS WHIRLPOOL (#2 of 60)	11/22/16	6,666.67	2,000,000.00	0.00	6,888.89	4.00	2,000,000.00
JARRARD	GRAYS AUTO (#1 OF 120)	12/1/16	3,109.15	300,000.00	1,984.15	1,125.00	4.50	298,015.85
January 31, 2017					<u>\$54,747.11</u>	<u>\$19,145.32</u>		<u>5,724,067.23</u>

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Inventory - Land

Cooper		Date of Pur.	Address	Acreage	Improvements	Cost Basis	Sub-totals
McMasters		7/12/05	709 Cooper	0.48	n/a	\$202,045	
Heath		12/28/05	706 Cooper	0.46	3,625	186,934	
Perry		9/13/06	707 Cooper	0.49	Demo	200,224	
Bowland/Anderson		10/9/07	Cooper Dr.	0.37	n/a	106,419	
KCS		8/1/08	Cooper Dr.	0.41	n/a	60,208	
Duel Products		9/7/12	704 Cooper Dr.	0.50	n/a	127,452	
Randack		10/23/12	711-713 Cooper Dr.	1.09	8,880	400,334	
Lot 2R3		7/24/14	Cooper Dr.	0.95	n/a	29,056	\$1,312,672
Industrial Ct.							
Hughes		7/25/06	211 - 212 Industrial	0.74	Demo	420,361	
			R.O.W.	0.18		41,585	
Prime Kuts		10/8/07	207 Industrial	0.20	Demo	229,284	
			R.O.W.	0.11	n/a	77,380	
Cazad		3/17/08	210 Industrial	0.27	Demo	200,782	
Buchanan		8/13/14	400 S. Hwy 78	1.25	Demo	503,233	
Glenn		4/24/15	209 Industrial Ct	0.18	Demo	326,773	
			R.O.W.	0.12	n/a		
Mann Made		2/10/16	398 S. Hwy 78	1.23	Demo	750,244	
C.O.W		4/13/16	R.O.W.	0.29	n/a	52,653	
Jarrard		12/22/16	201 Industrial Ct	0.29	32,893	300,493	2,902,788
Regency							
Regency Pk.		6/4/10	25 Steel Road	0.65	n/a	25,171	25,171
Commerce							
Hobart Investments		11/12/13	Commerce	1.60	n/a	156,820	
Hobart		1/6/14	605 Commerce	1.07	20,000	386,380	
Dallas Whirlpools		11/22/16	900-908 Kirby	4.79		2,182,080	2,725,280
Downtown							
Heath		3/17/14	104 N. Jackson	0.17	Demo	220,034	
Udoh		2/12/14	109 Marble	0.17	n/a	70,330	
Peddicord		12/12/14	108/110 Jackson	0.35	155,984	486,032	
City Lot		12/12/14	100 W. Oak St	0.35	n/a		
Jones (K&M)		9/3/15	106 N. Birmingham	0.21	42,314	190,596	
FBC Lot		6/15/16	111 N. Ballard St	0.20	na	150,964	1,117,956
Alanis							
White Property (Alanis)		12/12/14	Alanis	6.63	n/a	420,336	420,336
South Ballard							
Birmingham Trust		6/3/15	505 - 607 S. Ballard	1.12	Demo	409,390	409,390
Total							
				26.90	\$876,959	44,974	\$8,913,593

*A Journal entry was made by auditors to adjust the cost of the Hughes land by \$4,638.79. This amount was for taxes owed and not part of land value.
*Prime Kuts total purchase price was \$306,664.45. The distribution between 207 Industrial and R.O.W. purchased was developed by Seller for tax purposes.

WEDC EXECUTIVE DIRECTOR

J P MorganChase
Expense Report
December 2016

DATE	PAYEE	AMOUNT	BUSINESS PURPOSE	INDIVIDUAL/GROUPS PRESENT
01/02/16	Cytracom	160.13	Telephone Service	NA
11/30/16	Club Corp	637.86	Dues	December Dues
11/01/16	Club Corp	122.58	Business Meeting	Satterwhite, Walters
12/16/16	Ballard Street Café	31.03	Proj. Update	Satterwhite, Dawkins
01/04/17	Cotton Patch Café	35.28	WEDC Update	Satterwhite, Yeager, Cooper
	TOTAL	986.88		

[illegible]

WEDC Leasehold Subledger

Tenant		Address	Amount Due	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Helical Concepts	1st	710-711 Cooper	\$400	11/29/16	12/22/16	1/25/17				
Wheels Unlimited	15th	605 Comm-Ste 201	\$1,400	12/22/16	1/19/17	2/14/17				
Trimark Catastrophe	15th	605 Comm-Ste 204	\$1,000	12/7/16	2/1/17					
Dennis Richmond	1st	Steel Rd	\$500	12/14/16	1/10/17	2/20/17				
Austin/Said LLC	1st	605 Commerce	\$2,000	half 12/27/16	1 & Half 2/13/17					
Austin/Said LLC	1st	106 N. Birmingham	\$1,000	12/27/2016	2/13/2017					
DCU	1st	900 Kirby	\$3,400	1/10/2017	1/6/2017	1/27/17				
Auto Hail	1st	908 Kirby	\$3,000	12/9/2016				Out 4/30		
Delta-E	1st	201 Industrial Ct	\$800		1/6/2017	1/25/17				

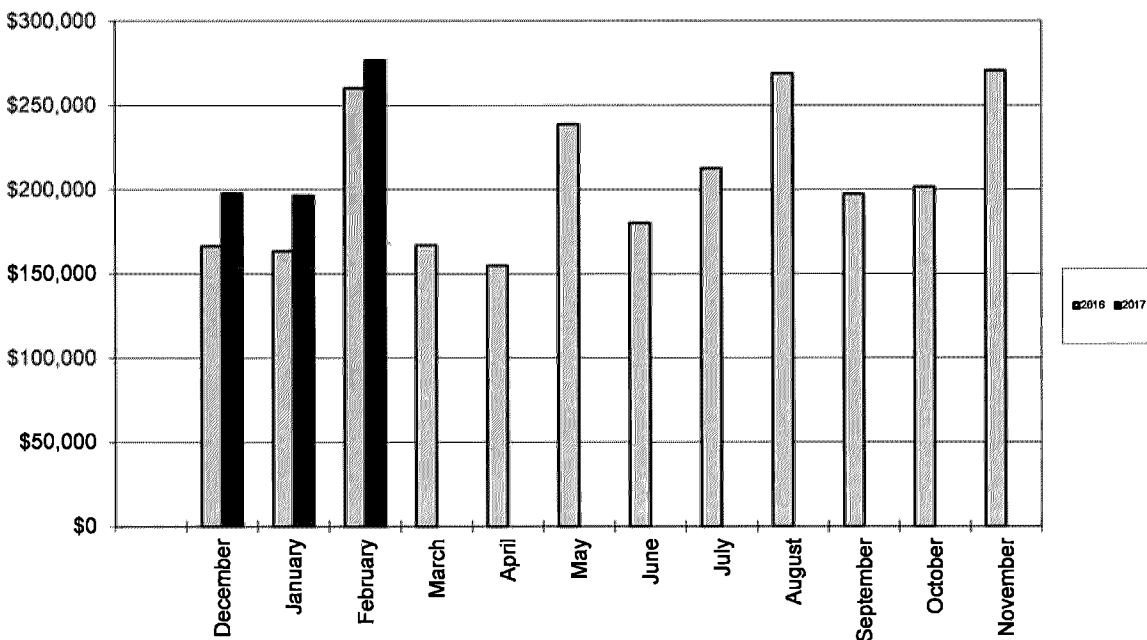
WYLIE ECONOMIC DEVELOPMENT CORPORATION

SALES TAX REVENUE

FOR THE MONTH OF FEBRUARY 2017

MONTH	WEDC 2015	WEDC 2016	WEDC 2017	DIFF 16 VS 17	% DIFF 16 VS 17
DECEMBER	\$154,719	\$166,418	\$197,808	\$31,389	18.86%
JANUARY	156,685	163,463	196,347	32,884	20.12%
FEBRUARY	241,858	260,166	276,698	16,532	6.35%
MARCH	171,741	167,082			
APRIL	134,475	154,920			
MAY	211,645	238,646			
JUNE	161,426	180,194			
JULY	159,973	212,620			
AUGUST	216,962	268,976			
SEPTEMBER	195,347	197,339			
OCTOBER	160,876	201,506			
NOVEMBER	226,078	270,426			
Sub-Total	\$2,191,785	\$2,481,757	\$670,853	\$80,805	13.69%
AUDIT ADJ					
TOTAL	\$2,191,785	\$2,481,757	\$670,853	\$80,805	13.69%

WEDC SALES TAX ANALYSIS



Wylie Economic Development Corporation

M E M O R A N D U M

TO: WEDC Board of Directors

FROM: Samuel Satterwhite, Executive Director



SUBJECT: Parking Improvements

DATE: February 21, 2017

Issue

(Remove from Table) Consider and act upon issues surrounding the construction of parking improvements on WEDC property located at 111 N. Ballard.

Analysis

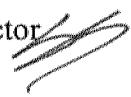
Design of the parking improvements south of Boyd Recording Studios has just been completed and is out to bid. It is unlikely that bids will come in prior to the Board meeting with staff requesting the item be tabled until March.

Recommendation

Staff recommends that the WEDC Board of Directors table consideration of parking improvements located at 111 N. Ballard until the Regular Board Meeting in March.

Wylie Economic Development Corporation

M E M O R A N D U M

TO: WEDC Board of Directors
FROM: Samuel Satterwhite, Executive Director 
SUBJECT: SAF-Holland
DATE: February 22, 2017

Issue

Consider and act upon approval of a Performance Agreement between WEDC and SAF-Holland USA.

Analysis

Staff had anticipated receiving the final Performance Agreement from Abernathy's office but other priorities prevented its completion.


Recommendation

Staff recommends that the WEDC Board of Directors table a Performance Agreement between the WEDC and SAF-Holland, USA until the March Board Meeting.

Wylie Economic Development Corporation

MEMORANDUM

TO: WEDC Board of Directors

FROM: Jason Greiner, Assistant Director 

SUBJECT: Renewal of Retail Consulting Services

DATE: February 24, 2017

Issue

Consider and act upon an Agreement between the WEDC and The Retail Coach, LLC for consulting services.

Analysis

Attached for your review is a proposal from The Retail Coach to renew the Retail Consulting Services they provide the WEDC and City of Wylie. The program has changed over the years, so here is a brief recap of the services they provide:

In 2007, The Retail Coach was initially retained to assist the City and WEDC with development of marketing materials for ICSC, the International Council of Shopping Centers. The program was successful and The Retail Coach helped develop custom flyers, updated demographic data, and even facilitated meetings with brokers, developers and company representatives at the annual ICSC Conference. The Retail Trade Area demographics, property flyers, and overall marketing strategies were refined/updated in 2008, 2009 and again in 2010.

In 2011, the WEDC signed a new agreement with The Retail Coach. Together, the WEDC and The Retail Coach developed a Restaurant Recruitment Strategy to identify growing concepts and individual retailers that would be an ideal fit for the City of Wylie. This customized program led to several local announcements over the next couple years.

In 2015, the WEDC and The Retail Coach worked together on a more comprehensive Retail Recruitment Strategy. This two-year program was developed to capitalize on the momentum that was gained over the first few years of the partnership. The Retail Coach was 100% responsible for developing the marketing materials, identifying target retailers/restaurants, scheduling face-to-face meetings, and following up with the prospective retailers during the two-year contract period. The program included: expanded market analysis, comprehensive demographic & psychographic profiles, retail leakage reports, appointment setting, and overall trade show representation at retail conferences across the US.

While they have not been solely responsible for the recruit of the new retailers, I am confident that they have played a major role in facilitating many of these developments here in Wylie. I feel that it is important to have full-time professionals that assist with our recruitment strategy from beginning to end and maximize their relationships with the brokerage community.

I've provided an outline to summarize The Retail Coach (TRC) Program:

- Trade Show Representation & Appointments/Meetings
 - ICSC RECon
 - ICSC Deal Making
 - Retail Live!
 - Other Events that TRC attends
 - Developer and Retailer 1-on-1 meetings when possible
- Demographic Research
 - RTA & Demographic updates for 2017
 - Cell Phone Analysis
- Property Flyer Development
 - Updated Retailer Maps
 - Updated Traffic Count Map
 - Updated/New Property Flyers as needed
- Recruitment Services & Outreach Activities/Reporting
 - TRC outreach to Retailers, Developers, etc
 - Activity updates every two months
 - Will report directly back to WEDC Staff

As shown on Page 18 of the proposal the project fees equal \$30,000 which establishes a two-year service agreement and secures on-site assistance (scheduling in attending meetings) for ICSC RECon 2017 and 2018.

Staff Recommendation

Staff recommends that the WEDC board of directors authorize the executive director to enter into an agreement with The Retail Coach in the amount of \$30,000 for the creation and implementation of a retail economic development plan.

Attachments

Retail Coach Proposal



RETAIL STRATEGY – 24 MONTH CONTINUATION

WYLIE ECONOMIC DEVELOPMENT CORPORATION

FEBRUARY 20, 2017





TheRetailCoach®

Creating places to relax, dine and shop.

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“Our purpose is to provide an uncommon level of customized service and expertise to help communities move beyond the data to retail expansion and development results.”

C. KELLY COFER, CCIM

PRESIDENT & CEO, THE RETAIL COACH, LLC



Firm Profile

For more than 16 years, The Retail Coach (TRC) has been the “go-to firm” for municipalities, economic development organizations, chambers of commerce, real estate developers, and retailers seeking practiced advice on retail strategy, property development, property redevelopment, and urban revitalization.

As the first transaction-oriented retail real estate advisory firm in the nation—with experience in more than 400 communities and repeat assignments with over 88 percent of them—we provide tailored, end-to-end retail economic development strategies for clients.

Our success lies in our unique private-sector perspectives and experiences—that of a retailer and a retail real estate practitioner. These unique abilities and insights are based on knowledge gained from working as a national site selector in the corporate real estate department for an NYSE-traded national retailer and as a real estate broker representing retailers with programmed market analyses and site selection.

Our Retail:360[®] Process approach is tailored to each client’s specific needs, goals, and opportunities, and includes the following phases:

- Metro Research
- Community Core Analysis
- Marketing & Branding
- GIS Site Mapping Platform
- Retailer Recruitment
- Action Plan
- Developer Recruitment
- Supportive Retail Coaching to ensure clients gain a competitive edge in the marketplace
- Urban Revitalization

Our experiences and strategies have assisted in the leasing, selling, development, and redevelopment of millions of square feet of freestanding, urban, strip center, mixed-use, and mall projects throughout the United States.

Project Team



C. KELLY COFER, CCIM

PRESIDENT/CEO

CEO C. Kelly Cofer founded The Retail Coach 16 years ago and continues to blend his expertise in retail real estate and corporate site selection with his knowledge of economic and community development to assist more than 400 communities across the U.S. in reaching their retail potential. As a recognized expert in finance, market research and analysis, urban and suburban retail, property development and redevelopment, Kelly's 30 years of experience in the retail real estate

business are unmatched. The Retail Coach was born from Kelly's determination to see communities succeed and to give city leaders the knowledge and ability to recruit retail.

Kelly lead the site selection for new stores and headed the rollout for national restaurants and retail brands as a commercial real estate broker in Dallas, Texas. As Vice President of a land development firm, Kelly conducted the identification and acquisition of prime retail development properties in the state of Texas. His extensive experience includes national site selection in the corporate real estate department of a NYSE-traded national retailer leading market analysis and new market site selection.

Kelly attended the Economic Development Institute at the University of Oklahoma, holds a Bachelor of Science degree from Texas A&M University, and earned the prestigious Certified Commercial Investment Member (CCIM) designation from the Chicago-based Commercial Investment Real Estate Institute.

As a nationally recognized speaker, Kelly has given speeches and led seminars on retail real site selection, retail development, community and economic development, and urban revitalization for industry organizations throughout the United States.



AARON FARMER

SENIOR VICE PRESIDENT

For ten years, Aaron Farmer has served as the Senior Vice President of The Retail Coach. Aaron's knowledge of the retail industry has helped him lead projects in over 20 states, providing successful retail strategies and retail recruitment to public and private clients.

Aaron holds a Bachelor of Science degree in Marketing from the Mays Business School and a Masters of Business Administration from Texas A&M University. Prior to joining The Retail Coach, Aaron was employed in

marketing research and retail development where he worked on projects for some of America's leading retailers

and restaurants including FedEx, Kinko's, Sally Beauty Supply, Adidas, Concentra, and the National Association of Subway Franchises.

As a highly sought-after speaker, Aaron has given presentations to organizations and municipalities throughout the United States. He is also the instructor for the Texas EDC and the Economic Development Council of Colorado's Basic Economic Development Course.

Using his extensive national retail and real estate developer network within the retailing industry, Aaron has successfully recruited major brands, including Costco, Academy Sports + Outdoors, SuperTarget, Walmart Supercenter, Sprouts, and HomeGoods, to municipalities across the United States



SCOTT EMISON

VICE PRESIDENT – OPERATIONS

Scott Emison, Director-Retail Strategy, believes retail is the most important modern-day economic driver and is passionate about working with municipalities to seek and execute their potential for better retail and, ultimately, a better quality of life. With a background in architecture and business development, Scott has found his true calling in a marriage of the two at The Retail Coach.

After the devastation that ripped through the Mississippi Gulf Coast during Hurricane Katrina, Scott worked in an Honors Master Planning Studio to help rebuild the area. He studied Urban Planning Design and Documentation while studying abroad in Vicenza, Italy. He graduated cum laude with a Bachelor of Architecture from Mississippi State University, where he interned at the Carl Small Town Center. He holds an Urban Planning Certification from the MSU Gulf Coast Community Design Studio and previously served on the Downtown Tupelo Main Street Association Design Committee. He worked as an adjunct instructor teaching workforce level drafting and design classes. Scott has eight years of project management experience working in commercial architecture and development.

With experience in planning and design, Scott focuses on trying to understand what makes each client community unique and tailors a strategy to reflect the community's current needs and vision for the future.



KIMBERLY ALLRED

PROJECT MANAGER

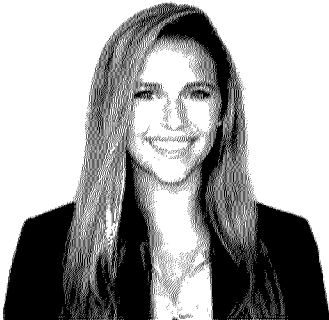
Kimberly Allred graduated cum laude from the University of Mississippi with a Bachelor's degree in International Studies and Spanish. She returned to Ole Miss to receive a Master of Business Administration. While in college, Kimberly was a student of the Croft Institute for International Studies and a member of the Sally McDonnell Barksdale Honors College where she traveled extensively from studying abroad in Spain to thesis research in San Francisco. Her previous career experience includes political campaign scheduling and finance, business consulting for several small businesses and non-profits, and retail management with the iconic retail brand Anthropologie. The critical thinking, interpersonal, and customer service skills she acquired in these positions propel her forward in the role of Project Manager, where Kimberly serves as the clients' go-to member of The Retail Coach team. A talented painter, Kimberly channels her creativity into marketing client communities at The Retail Coach.



MATTHEW LAUTENSACK

RESEARCH ANALYST – RETAIL STRATEGY

Oswego, New York, native Matthew Lautensack brings a specialization in technology integration to The Retail Coach team. Proficient in user experience, digital platform design, ecommerce, and digital advertising, Matthew is a tremendous asset to our staff. As the Director of Information Technology and Ecommerce Strategy at SallyeAnder, Inc., in Minetto, New York, Matthew was a part of the lead sales team at industry trade shows, built and maintained the company's web presence, and was the lead on all ecommerce activities.



MARY-FRANCES STEPHENS

CREATIVE SPECIALIST

When presented with information, technology, and an idea, Mary Frances takes the ordinary and transforms it into the extraordinary. With a Bachelor of Art Degree in Graphic Design from the University of Mississippi and by traveling to over 14 countries, she brings an exciting new perspective to The Retail Coach. As an artist, she is passionate about cultural differences and focusing in on her surroundings with a new light. Mary Frances uses her passions with The Retail Coach by bringing an extra spark in creative marketing for client communities around the nation

Scope of Services



PHASE I: COMMUNITY CORE ANALYSIS

2.1 | DETERMINING RETAIL TRADE AREAS

The retail trade area is the foundation of the strategy, and its accuracy is critical. The retail trade area is the geographical area from which a community's retail derive a majority of their business. To best confirm a community's retail trade area, we will execute the following strategic steps:

Mobile Data for Location Decisions

TRC will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Wylie and its retail districts. This high-confidence data is used to verify retail trade areas and validate retail site selection and expansion decisions.

Discussions with Retailers

TRC will interview national and regional retailers, seeking input on their business performance and, most importantly, where consumers are traveling from—based on point-of-sale data. No one knows the travel and shopping behavior of consumers better than the retailers themselves. This point-of-sale data is significantly more accurate than computer-generated estimates of radial and drive-time populations.

Retail Trade Area Mapping

TRC will delineate a boundary map of the retail trade area using mobile data collected and retailer interviews.

2.2 | DEMOGRAPHIC PROFILING

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection process. The data must be accurate, current, and readily available.

The Retail Coach will create comprehensive 2010 Census, 2017, and 2022 demographic profiles for the retail trade area, Wylie community, and appropriate drive times. The profile includes the following characteristics:

- Population and projected population growth
- Population growth trends
- Ethnicities
- Average and median household incomes
- Median age
- Households and household growth
- Educational attainment

2.3 | PSYCHOGRAPHIC PROFILING

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers.

Understanding consumer behavior and their retail purchasing habits eliminates risk for retailers to make site decisions. Based on the market segmentation system developed by ESRI, TRC will develop a Tapestry Segmentation profile of the households in the retail trade area by using the most advanced socioeconomic and demographic data to:

- Measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the categories and brands of retailers that may be of interest.
- Graph lifestyle classifications, highlight dominant lifestyle segments, and provide comprehensive definitions of lifestyle segments.
- Rank lifestyle segments and categorize them by summary group, segment code, and segment name.

2.4 | DETERMINING THE DAYTIME POPULATION

The workplace population or labor market area is important to quick-serve and casual dining restaurants that rely heavily on lunch business.

A community's labor market may be confined to city boundaries, or it may include areas of employment outside the boundaries. TRC will provide an employment summary report detailing the total number of establishments, by industry, and employee counts within the designated labor market area. This report will provide insight into the "work here" population versus the "live here" population.

2.5 | IDENTIFYING RETAIL GAPS

A retail gap analysis will determine the level of retail demand for a designated retail trade area. The analysis computes the retail potential of the retail trade area and then compares it to estimated actual sales in the community. The difference is either a leakage, where consumers are traveling outside the community for certain retail goods and services, or a surplus, where consumers are traveling from outside the community for certain retail goods and services. TRC will perform a retail gap analysis to calculate the approximate flow of retail dollars in and out of Wylie. The retail gap analysis will:

- Identify retail sales surpluses and leakages for more than 88 retail categories.
- Distinguish retail categories with the highest prospect for success and quantify their retail potential.
- Develop and provide summary tables and graphs of each retail category, illustrating potential sales versus estimated actual sales.

2.6 | IDENTIFYING & MARKETING RETAIL SITES

Retailers are interested not only in the market data on your community, but also in evaluating all available sites that fit their site selection criteria and location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information.

TRC will identify five prime retail sites to market. Selection criteria will be based on the essential factors of regional and national retailers' site selection criteria, including location and character of the area, retail trade area population, traffic and traffic patterns, visibility, adequate parking, available signage, and safety.



PHASE 2: MARKETING + BRANDING

The most critical step in attracting targeted retailers is providing accurate and current site-specific information to corporate site selectors, real estate brokers and developers.

2.1 | RETAIL MARKET PROFILE

TRC will develop a retail market profile tailored to the specific needs of targeted retailers' essential location criteria. The profile serves as a community introduction and includes:

- Retail trade area map
- Location map
- Traffic count map
- Demographic profile summary
- Appropriate logo and contact information

2.2 | RETAIL FEASIBILITY PACKAGES

TRC will create a retailer-specific retailer feasibility package to address retailers' essential location criteria. The feasibility package includes:

- Community overview
- Real estate sites
- Location map
- Retail trade area map
- Existing retailer aerial map
- Retailer location map
- Retail trade area demographic profile summary
- Retail gap analysis summary table
- Retail trade area psychographic profile
- Retail trade area demographic profile
- Community demographic profile
- Area traffic generators
- Retail site profiles
- GIS interactive maps
- Appropriate logo and contact information

TRC will create an online community dashboard, which is available at www.Retail360.us, for visual presentation and easy downloading of marketing information and data sets.

2.3 | RETAIL SITE PROFILES

TRC will create a retail site profile for each identified site with current site-specific information, including:

- Location
- Aerial photographs
- Site plan
- Demographic profile
- Property size and dimensions
- Traffic count
- Appropriate contact information

2.4 | REAL ESTATE DEVELOPER OPPORTUNITY PACKAGE

TRC will create a developer opportunity package for development and redevelopment sites that are identified and analyzed. The package will profile each site based on real estate developers' site selection criteria. The developer package includes:

- Community overview
- Location map
- Retail trade area
- Demographic trends
- Aerial imagery
- Traffic counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Appropriate zoning
- Area retail
- Top employers
- Workplace population
- Potential retail tenants

TRC will also upload the developer opportunity package to the online community dashboard at www.theretailcoach.net.

2.5 | RETAIL CONFERENCES

TRC will represent Wylie and market its real estate sites to retailers and real estate developers at retail industry conferences attended.



PHASE 3: GIST DATA PLATFORM

3.1 | SITE MAPPING

As an accredited ESRI Partner, TRC is able to deliver concise, easy-to-access data for the Wylie community, along with the preloaded 5 prime sites and the 5 new development and redevelopment sites we will be marketing to retailers and developers (Sections 2.7 and 2.8). Considering retail site selectors do much of their research while in hotel rooms and in airports, this is a great advantage to Wylie. Unique GIST maps and data can be hosted as a stand-alone application on your iPad or embedded within your community's website for "touch of a button" universal usage by retailers, developers, real estate brokers, and existing retailers in Wylie.

GIST is a powerful platform that streamlines sites and data into one interactive and centralized location. Demographic, socioeconomic, psychographic, and retail spending layers are detailed down to the block level. With customizable layers to meet the needs of each individual user, real estate brokers, site selectors, and developers can see a community's potential like never before. Each user-friendly map includes clickable layers revealing:

- Median household income
- Population density
- Population growth
- Psychographic lifestyle segmentation
- Ethnicity median home value
- Median age



PHASE 4: RETAILER RECRUITMENT PLAN

4.1 | RECRUITMENT OF RETAILERS

TRC is the first national retail real estate advisory firm to introduce retail recruitment for communities. Sixteen years and more than 400 projects later, the recruitment of retailers remains one of the primary metrics of success.

While accurate and current data are necessary, one of the most important components of a retail strategy is proactive recruitment. Since recruitment is a process, not an event, TRC team is actively engaged in recruitment efforts over a 12-month period to ensure success.

Our recruitment process includes the following steps:

Step 1: Identification of Retail Prospects

TRC must target retail brands that are a good “fit” for the community which means the retail trade area population, disposable incomes, ethnicities, ages, and education levels should meet the retailers’ ideal location criteria.

TRC will identify regional and national retailers whose essential location criteria fit within findings from the metro analysis, community core analysis, retail trade area demographic and psychographic profiles, and retail gap analysis. These retailers will be matched with the specific real estate sites identified.

TRC team will review a preliminary target list with Wylie staff and work together to prepare a final target list of 25 retailers for recruitment.

Step 2: Recruitment

- Introductory emails and retail market profiles are sent to each targeted retailer.
- Personal telephone calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime sites are sent to the appropriate targeted retailer.
- Personal emails are sent to inform targeted retailers of significant market changes.
- Personal emails are sent to decision makers once per quarter to continue to seek responses regarding their interest level.

A retailer status report is provided with retailer responses resulting from our continued recruitment activities on a monthly basis.



PHASE 5: DEVELOPER RECRUITMENT PLAN

5.1 | RECRUITMENT OF REAL ESTATE DEVELOPERS

Much of recruitment success comes from establishing a network of national retail developers over the past 16 years.

Developer networking and developer recruitment have become key components in a community's retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid- to high-tier retailer might show interest in a community; however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements. Relationships with developers are important in these situations to capitalize on retailer interest and opportunity.

Step 1: Identification of Developer Prospects

Identify 25 retail real estate developers active in Texas and the United States.

Step 2: Recruitment

- Introductory emails and developer opportunity packages are sent to developers.
- Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers and any significant community changes.

A Developer status report is provided with retailer responses resulting from our continued recruitment activities on a monthly basis.



PHASE 6: RETAIL COACHING

6.1 | RETAIL COACHING

Because retail recruitment is a process, and not an event, TRC partners with Wylie on a long-term basis.

TRC has and will continue to be available when you have questions, new ideas, need access to GIS mapping, or just want to brainstorm with someone who understands your opportunities as your community grows and develops. The TRC team is also available during the Retail Coaching Phase to create new reports as needed, and customize these reports to specific retailer and developer prospects.

It is critical you continue the recruitment process with the most current data and statistics available to capture these positive changes. In this regard, consider TRC both a sounding board and an experienced resource. We will be available via email and telephone at no additional charge in an off-site advisory capacity for the entirety of the 24-month agreement.

This approach is unique to TRC, and it will contribute to ensuring your community will achieve its retail recruitment and development goals.

Project Expectations

1 | PROJECT REPORTING

The Retail Coach will utilize a reporting process to provide written or electronic project updates on a bimonthly basis.

2 | COMMUNITY TRIPS

TRC team will make a minimum of three site visits to Wylie during the project.

3 | PROJECT TIMELINE & PRICING

TRC team is available to begin this work immediately upon agreement of terms. The project period is

two (2) years. A project timeline will be submitted to staff at the kickoff meeting, indicating trip details and potential delivery dates.

4 | PROJECT PRICING

Project Fees

The total fee for completion of this work is \$30,000, payable in three installments:

- a) \$10,000 upon execution of the agreement;
- b) \$10,000 upon updating all 2017 reports, Retail Site Profiles, and all branding and marketing materials;
- c) \$10,000 upon 18 months after execution.

Project fees are payable within 30 days after receipt of the invoice.

Should Wylie request a special assignment or additional work not specifically referenced in the contract, TRC will prepare a written authorization to be signed by Wylie in advance of commencing any additional work.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately \$1,500. Reimbursable expenses include:

- a) All travel costs;
- b) Cost of special renderings and maps, if any;

Cost of copies for reports and maps/drawings; and

- c) Cost of shipping expenses, if any.

Project expenses are payable within 30 days after receipt of the expense invoice.

TRC will provide the following deliverables on a flash drive.

Deliverables

TRC has found that communities must have accurate, current information at their fingertips and be able to respond to the requests of corporate retail site selectors, real estate brokers, and developers instantaneously. To enable communities to better meet these demands, we provide select reports in a package format, which includes cover page, appropriate logo and contact information, and sourcing.

PHASE 1: COMMUNITY CORE ANALYSIS

- Retail trade area map with demographic profile (historical/current/projected)
- Wylie community demographic profile (historical/current/projected)
- Retail trade area psychographic profile, including dominant lifestyle segmentations
- Daytime population summary
- Retail gap analysis, including a summary table showing surpluses and/or leakages

PHASE 2: MARKETING & BRANDING

- Wylie retail market profile
- 25 retailer-specific feasibility studies
- Five retail site profiles
- GIST interactive site mapping platform
- Developer opportunity package

PHASE 3: GIST DATA PLATFORM

PHASES 4-5: RETAILER & DEVELOPER RECRUITMENT PLAN

- Target list of 25 retailers with contact information
- Retailer status report based on retailer contacts
- Target list of 25 real estate developers with contact information
- Developer status report based on developer outreach

PHASE 6: COACHING

Signatures

IN WITNESS WHEREOF, the parties have executed this agreement as of the ____ day of _____, 2017.

The Retail Coach, LLC.

BY: _____

C. Kelly Cofer, President/CEO

Wylie Economic Development Corporation

BY: _____

BETTER
RETAIL.
BETTER
COMMUNITIES.




800.851.0962 | info@theretailcoach.net | www.theretailcoach.com

Wylie Economic Development Corporation

M E M O R A N D U M

TO: WEDC Board of Directors

FROM: Samuel Satterwhite, Executive Director 

SUBJECT: All State Fire Equipment

DATE: February 21, 2017

Issue

Consider and act upon issues surrounding a Performance Agreement between the WEDC and All State Fire Equipment, Inc.

Analysis

On December 29, 2014, the WEDC entered into a Performance Agreement with All State Fire Equipment. The Agreement was further Amended in May of 2015 to allow for the date by which a CO was issued to be amended from December 31, 2015 to August 1, 2016. The Board may recall that there was considerable difficulty during the All State loan process due to the appraiser having difficulty identifying comparable sales comps in the area. All State had to put more cash down to offset the appraisal challenges. Construction started in July 2015 with a CO subsequently issued on March 9, 2016.

What staff failed to realize at the time of the Amendment was that Incentive Payment No. 2 of \$20,000 was based upon personal property values coming in at \$215,000 and being included in the required \$1.1 mm cumulative total value of real and personal property. With the CO not issued until March 2016, personal property was still in Rowlett and valued that way as of January 1, 2016.

Real property value came in at \$956,445. Had the personal property been located in Wylie as anticipated when the Agreement was originally signed in December 2014, the total valuation would have been \$1.4 mm with the actual personal property value in Rowlett coming in at \$459,950.

Section IV of the Agreement indicates that the incentive payment will be voided if the Performance Requirements are not met. Under the extenuating circumstances, staff would like for the Board to discuss potentially reducing the incentive payment by what would have been generated in property taxes on the projected \$215,000 in personal property or the actual personal

property value of \$459,950. \$215,000 would have generated \$2,836 with \$459,950 generating \$6,066. Subtracting those amounts from \$20,000 would net \$17,164 and \$13,934 respectively.

Recommendation

Staff recommends that the WEDC Board of Directors approve an amendment Incentive Payment No. 2 of \$13,934.

Attachment

Performance Agreement

PERFORMANCE AGREEMENT
between
WYLIE ECONOMIC DEVELOPMENT CORPORATION
and
ALL STATE FIRE EQUIPMENT, INC.

This Performance Agreement (this "Agreement") is made and entered into by and between the **Wylie Economic Development Corporation (the "WEDC")**, a Texas corporation organized and existing under the Development Corporation Act of 1979, as amended from time to time (the "Act"), and **All State Fire Equipment, Inc.**, a Texas Corporation (**the "Company"**).

RECITALS

WHEREAS, the Company is desirous of making real and personal property improvements in the form of a 9,300 square foot office/warehouse (the "Project"). The project will have an estimated valuation of One Million One Hundred Seventy Five Thousand Dollars (\$1,175,000) and will be located at 1305 Century Way in Wylie, Texas (the "Facility"); and

WHEREAS, the Company has requested that the WEDC provide economic assistance to offset the cost of the construction for the Project and other expenses associated with constructing the Facility in the City of Wylie, Texas; and

WHEREAS, the construction of the Project in the City of Wylie, Texas will ultimately create "primary jobs", as that term is defined in the Act; and

WHEREAS, the WEDC has determined that it is in the best interest of the public and the City and promotes the purposes authorized by the voters of the City of Wylie for which the WEDC was established to encourage the development and use of business properties within the City; and

WHEREAS, for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activities in the State of Texas, and the City of Wylie, the WEDC desires to offer economic assistance to Company as more particularly described in this Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the WEDC and Company agree as follows:

- I. **Economic Assistance.** Subject to the terms of this Agreement, the WEDC will provide the Company economic assistance in an amount up to, but not to exceed Sixty Thousand Dollars (\$60,000.00) (the "Economic Development Incentives"). The Economic Incentives will be paid according to the criteria set forth herein with the WEDC's obligation to pay the Economic Development Incentives terminating on February 1, 2018.

Upon meeting the qualifications and requirements (the "Performance Requirements"), the Company shall be entitled to the following Economic Development Incentives:

Economic Development Incentive Payment Schedule:

<u>Expected Year</u>	<u>Incentive</u>	<u>Cost/Value of Project</u>	<u>WEDC Incentive</u>	<u>Total WEDC Incentive</u>	<u>Eligibility Expiration</u>
2015	No. 1	\$788,000	\$20,000	\$20,000	2-1-2016
2016	No. 2	\$1,100,000	\$20,000	\$40,000	2-1-2017
2017	No. 3	\$900,000	\$20,000	\$60,000	2-1-2018

II. Performance Requirements for Economic Development Incentive.

a. Incentive No. 1: An Economic Development Incentive of Twenty Thousand Dollars (\$20,000) will be paid to Company upon completion of the following Performance Requirements for Incentive No. 1:

- 1) Receipt of documentation by WEDC supporting the construction of a nine thousand three hundred (9,300) square foot office/warehouse as evidenced by a Certificate of Completion or a Certificate of Occupancy issued by the City of Wylie on or before December 31, 2015, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 2) Receipt of documentation by WEDC supporting a minimum construction cost of the project of Seven Hundred Eighty Eight Thousand Dollars (\$788,000) as evidenced by (a) a building permit issued by the City of Wylie evidencing the required minimum construction cost, and (b) paid construction invoices supporting the minimum construction cost, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 3) Company is current on all ad valorem taxes and other property taxes due on the Facility by January 31st of the year after they are assessed and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and
- 4) Eligibility expiration for the Company to qualify for this Incentive No. 1 is February 1, 2016.

b. Incentive No. 2: An Economic Development Incentive of Twenty Thousand Dollars (\$20,000) will be paid to Company upon completion of the following Performance Requirements for Incentive No. 2:

- 1) Receipt of documentation by WEDC supporting a minimum valuation of One Million One Hundred Thousand Dollars (\$1,100,000) for real and

personal property located at 1305 Century Way, Wylie, Texas as evidenced by a certified appraisal issued by the Collin County Central Appraisal District, approval of said documentation at the sole and absolute discretion of the WEDC; and

- 2) Company has paid all ad valorem taxes and other property taxes due on the Project by January 31st of the year after they are assessed and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC by February 1st of the year after the taxes are assessed; and
- 3) Receipt of documentation by WEDC in a form satisfactory to the WEDC evidencing the payment of Sales Tax to the Texas Comptroller of Public Accounts on behalf City of Wylie in an amount not less than \$5,000 for the 2016 calendar year; and
- 4) Eligibility expiration for the Company to qualify for this Incentive No. 2 is February 1, 2017.

c. Incentive No. 3: An Economic Development Incentive of Twenty Thousand Dollars (\$20,000) will be paid to Company upon completion of the following Performance Requirements for Incentive No. 3:

- 1) Receipt of documentation by WEDC supporting a minimum valuation of Nine Hundred Thousand Dollars (\$900,000) for real and personal property located at 1305 Century Way, Wylie, Texas as evidenced by a certified appraisal issued by the Collin County Central Appraisal District, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 2) Company has paid all ad valorem taxes and other property taxes due on the Project by January 31st of the year after they are assessed and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC by February 1st of the year after the taxes are assessed; and
- 3) Receipt of documentation by WEDC in a form satisfactory to the WEDC evidencing the payment of Sales Tax to Texas Comptroller of Public Accounts on behalf of the City of Wylie in an amount not less than \$5,000 for the 2017 calendar year; and
- 3) Eligibility expiration for the Company to qualify for this Incentive No. 3 is February 1, 2018.

III. **WEDC Payment of Reimbursement Incentives.** Subject to the terms of this Agreement, the WEDC shall pay the Incentives within approximately thirty (30) days of receipt of the required documentation from the Company, subject to verification by the WEDC that the Performance Requirements have been met or exceeded by the Company.

- IV. **Non-Attainment of Performance Requirements.** In the event that the Company does not meet or exceed Performance Requirements as specified in Section II, the WEDC Economic Development Incentive will be voided in advance of payment. The Company will however be eligible to qualify for incentive payments in future years. The Company will not be eligible to receive an Economic Development Incentive payment if documentation supporting Performance Requirements are not received by WEDC prior to the Eligibility Expiration Date.
- V. **Economic Assistance Termination.** The Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth in Section II above. Regardless of the Company's level of attainment of the Performance Requirements set forth in Section II above, the WEDC's obligation to fund the Incentive payments will expire in full on February 1, 2018.
- VI. **Employee Hiring, Materials and Supplies Purchase.** Although not an event of default or a condition to any advance in the Agreement, WEDC requests that the Company satisfies its need for all construction contractors from Wylie residents and purchase all materials, supplies and services necessary to affect the Project and subsequent occupancy of the Facility from Wylie merchants and businesses.
- VII. **Community Involvement.** Although not an event of default or condition of any advance hereunder, the Company agrees to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in the City of Wylie, Texas, and to actively encourage its employees to be involved in such organizations and/or activities.
- VIII. **Verification and Compliance.** The Company will allow the WEDC to audit necessary Company's records, documents, agreements and other instruments in furtherance of the following purposes: (i) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (ii) to determine the existence of an Event of Default under the terms of this Agreement; (iii) to ensure compliance with any other terms and conditions set forth herein or any related documents. Company will provide reports certifying the status of compliance, jobs retained, new investments and any other relevant information until the termination of this Agreement
- IX. **Cessation of Economic Assistance.** Notwithstanding anything herein to the contrary, WEDC shall have no obligation to disburse WEDC Economic Development Incentives if the Company becomes insolvent, files a petition in bankruptcy or similar proceedings, is adjudged bankrupt, makes any materially false statements to the City and/or the WEDC, files suit against the City and/or the WEDC, or an Event of Default under the terms of this Agreement occurs.

X. Miscellaneous.

- a. This Agreement shall inure to the benefit of the parties hereto and shall not be assignable by Company without the prior written consent of the WEDC, which consent may be withheld by the WEDC in its sole and absolute discretion.
- b. This Agreement shall be construed according to the laws of the State of Texas and is subject to all provisions of Vernon's Ann. Civ. St. Art. 5190.6, which are incorporated herein by reference for all purposes. In the event any provision of the Agreement is in conflict with article 5190.6, article 5190.6 shall prevail.
- c. This Agreement contains the entire agreement of the parties regarding the within subject matter and may only be amended or revoked by the written agreement executed by all of the parties hereto.
- d. This Agreement shall be governed by the laws of the State of Texas and is specifically performable in Collin County, Texas.
- e. Any notice required or permitted to be given under this agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other address as any part hereto might specify in writing:

WEDC: Samuel D. R. Satterwhite
Executive Director
Wylie Economic Development Corporation
250 South Highway 78
Wylie, Texas 75098

COMPANY: All State Fire Equipment, Inc.
3902 Melcer Drive, Suite 201
Rowlett, TX 75088
Attention: Yvonne Damon

By the execution hereof, each signatory hereto represents and affirms that he is acting on behalf of the party indicated, that such party has taken all action necessary to authorize the execution and delivery of the Agreement and that the same is a binding obligation on such party.

EXECUTED this 29th day of ~~October~~, 2014.
December,

WEDC:

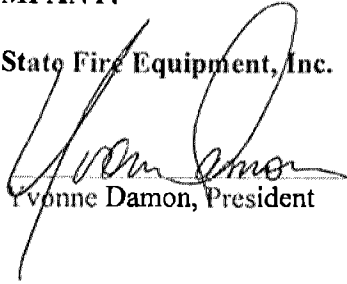
Wylie Economic Development Corporation

By: 
Samuel D.R. Satterwhite, Executive Director

COMPANY:

All State Fire Equipment, Inc.


By: _____


Yvonne Damon, President

Wylie Economic Development Corporation

M E M O R A N D U M

TO: WEDC Board of Directors

FROM: Samuel Satterwhite, Executive Director 

SUBJECT: Texas Dirt Contractors

DATE: February 21, 2017

Issue

Consider and act upon the awarding of a bid to Texas Dirt Contractors for the completion of Sellers Work as identified in the Purchase and Sale Agreement by and between Wylie Economic Development Corporation and Chick-Fil-A, Inc.

Analysis

As required within the Purchase and Sale Agreement between the WEDC and Chick-Fil-A (CFA), the WEDC is required to construct 2 deceleration lanes, a mutual access drive, and reconstruct median improvements. As specifically negotiated to offset the cost of an oversized deceleration lane at Cooper Drive, CFA will pay WEDC \$41,000 at closing.

Firms bidding on the job were as follows with their bid amount included:

Tackett Concrete	\$522,320
Bright Excavation	538,000
Texas Dirt Contractors	475,209

Other firms that were contacted but could not bid based upon current workloads were Tri-Con, Holly & Holly, MCG Construction, and GT Construction.

A full set of plans has been submitted to the City of Wylie Engineering Department and approved. Helmberger Associates will provide project management services until construction is completed.

While Helmberger Associates is familiar with Texas Dirt Contractors work, Mr. Joe Tidwell of the City Engineering Department has overseen several Texas Dirt projects locally and has assured staff everything will be done by the book and monitored closely. The Start Date as identified in the attached Contractor Agreement is March 17, 2017 with the Completion Date April 28, 2017.

Mr. Randy Hullett is taking the business points within the Contractor Agreement as attached and placing those terms into a standardized format which Mr. Hullett has indicated more thoroughly protects WEDC interests.

The Board will note that Draw #1 within the Contractor Agreement of \$61,160 is incorrect. Draw #1 in the amount of \$37,400 as reflected in the Exhibit B Draw Schedule is accurate and will be reference within all Contract Requirements as developed by Randy Hullett.

Recommendation

Staff recommends that the WEDC Board of Directors award a bid for infrastructure improvements to Texas Dirt Contractors in the amount of \$475,209, further authorizing the WEDC Executive Director to execute all documentation necessary to effectuate subsequent Contract Requirements as developed by Randy Hullett of Abernathy, Roeder, Boyd, & Hullett.

Attachment

Cover Page – Paving Improvements
Turn and Deceleration Lane Exhibit
Contractors Agreement
Draw Schedule

LEFT TURN LANES AND DECELERATION LANES IMPROVEMENTS PROPOSED RETAIL DEVELOPMENT WYLIE ECONOMIC DEVELOPMENT CORPORATION PAVING IMPROVEMENTS

STATE HIGHWAY 78
CITY OF WYLIE, TEXAS

NOTES:
ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL BE IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

ALL STANDARD SHEETS SPECIFICALLY IDENTIFIED IN THIS MANUAL HAVE BEEN SELECTED BY ME ON ORDER BY REPAIR/REPAIR SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

ALL PLANS AND RECORDS SHALL BE SUBMITTED TO THE STATE OF TEXAS, COUNTY OF DALLAS, FOR REVIEW AND APPROVAL. THE STATE OF TEXAS, COUNTY OF DALLAS, SHALL BE RESPONSIBLE FOR THE PROPOSED CONSTRUCTION OF THE PROJECT. THE STATE OF TEXAS, COUNTY OF DALLAS, SHALL BE RESPONSIBLE FOR THE PROPOSED CONSTRUCTION OF THE PROJECT.

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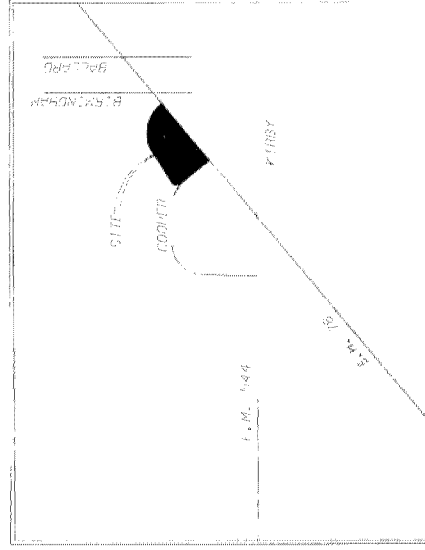
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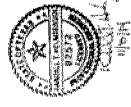
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OWNER:
WYLIE ECONOMIC DEVELOPMENT CORPORATION
250 S. HIGHWAY 78
WYLIE, TEXAS 75098
SAM SATTERWHITE
(972) 442-7901

ENGINEER:
HELMBERGER ASSOCIATES, INC.
1525 BOZMAN ROAD
WYLIE, TEXAS 75098
RANDALL T. HELMBERGER, PE
(972) 442-7459 TBPE REGISTRATION NO. - F000756



VICINITY MAP
NOT TO SCALE



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BARRICADE AND CONSTRUCTION PLASTIC BURN STD		BC17-14
BARRICADE AND CONSTRUCTION TRAFFIC SIGNALING DEVICES STD		BC18-14
BARRICADE AND CONSTRUCTION TRAFFIC SIGNALING DEVICES STD		BC19-14
BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS STD		BC20-14
BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS STD		BC21-14
BARRICADE AND CONSTRUCTION REGULATION & GUIDE SIGN STD		BC22-14

Contractor Agreement

This Agreement is made between **Wylie Development Corporation**, with a principal place of business at **250 S. Hwy 78, Wylie, TX 75098** (Sam Satterwhite 972-442-7901) ("Owner") and **TEXAS DIRT CONTRACTORS** ("Contractor"), with a principal place of business at **2800 E. Grauwylers Rd., Irving, TX 75061**.

1. Service to Be Performed

Contractor shall furnish all labor and materials to construct and complete the project shown on the contract documents contained or specified in Exhibit A, which is attached to and made part of this Agreement.

2. Payment

- A. Owner shall pay Contractor for all labor and materials the sum of **\$475,209.68**.
- B. Materials shall be paid for by Owner upon delivery to the worksite or as follows: **% of completion/balance on completion**

3. Terms of Payment

- A. Upon completing Contractor's services under this Agreement, Contractor shall submit an invoice. Owner shall pay Contractor within **30 days** from date of Contractor's invoice.
- B. Contractor shall be paid **\$61,160.00 Draw #1 at Mobilization** upon signing this Agreement and the remaining amount due when Contractor completes the services and submits an invoice. Owner shall pay Contractor within **30 days** from the date of Contractor's invoice.
- C. Contractor shall be paid according to the Draw Schedule set forth in **Exhibit B**, attached to and made part of this Agreement.

4. Late Fees

If Client is late paying Contractor, Contractor's damages will be difficult to measure. As a reasonable estimate of the damages Contractor will sustain, and as liquidated damages and not as a penalty, Client agrees to pay Contractor an additional **1 1/2%** per month interest charge on the amount owed.

5. Time of Completion

The work to be performed under this Agreement shall commence on **17MAR2017** and be substantially completed on or before **28APR2017**.

6. Permits and Approvals

Owner shall be responsible for determining which state and local permits are necessary for performing the specified work and for obtaining and paying for the permits.

7. Warranty

Contractor warrants that all work shall be completed in a good workmanlike manner and in compliance with all building codes and other applicable laws: **Duration of Maintenance Bond**

8. Site Maintenance

Contractor agrees to be bound by the following conditions when performing the specified work:

- Contractor shall remove all debris and leave the premises in clean condition
- Contractor shall perform the specified work during the following hours: **9AM-3PM lane closure**
- Contractor agrees that disruptively loud activities shall be performed only at the following times: **Monday through Saturday 6AM-7PM**
- At the end of each day's work, Contractor's equipment shall be stored in the following location: **400 S. Hwy78, Wylie, TX.**

9. Subcontractors

Contractor may at its discretion engage subcontractors to perform services under this Agreement, but Contractor shall remain responsible for proper completion of this Agreement.

10. Independent Contractor Status

Contractor is an Independent Contractor, not Owner's employee. Contractor's employees or subcontractors are not Owner's employees. Contractor and Owner agree to the following rights consistent with an Independent Contractor relationship:

- Contractor has the right to perform services for others during the terms of this Agreement.
- Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Contractor or Contractor's employees or subcontractors shall perform the services required by this Agreement.
- Owner shall not hire, supervise or pay any assistants to help Contractor.
- Owner shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Owner.

11. Local, State and Federal Taxes

Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Owner will not:

- withhold FICA from Contractor's payments or make FICA Payments on Contractor's behalf
- make State or Federal unemployment compensation contributions on Contractor's behalf, or
- withhold State or Federal income tax from Contractor's payments.

The charges included here do not include taxes. If Contractor is required to pay any Federal, State or Local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be billed separately to Owner. Owner shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Owner.

12. Insurance

Contractor agrees to obtain adequate business liability insurance for injuries to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.

13. Terminating the Agreement

A. With reasonable cause, either Owner or Contractor may terminate this Agreement effective immediately by giving written notice of cause for termination.

B. Either Owner or Contractor may terminate this Agreement at any time by giving **N/A** days' written notice of termination. Contractor shall be entitled to full payment for services performed prior to the date of termination.

Reasonable cause includes:

- Material violation of this Agreement, or
- Nonpayment of Contractor's compensation after 20 days' written demand for payment. Contractor shall be entitled to full payment for services performed prior to the effective date of termination.

14. Exclusive Agreement

This writing (including any exhibits) is the entire Agreement between Contractor and Owner. The exhibits attached to this Agreement are **Exhibit "A" and Exhibit "B"**.

15. Modifying the Agreement

Owner and Contractor recognize that:

- Contractor's original cost and time estimates may be too low due to unforeseen events or to factors unknown to Contractor when this Agreement was made
- Owner may desire a midproject change in Contractor's services that would add time and cost to the project and possibly inconvenience Contractor, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances. If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such Agreements shall be put in writing, signed by the parties, and added to this Agreement.

16. Resolving Disputes

A. If a dispute arises under this Agreement, any party may take the matter to court.

If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which the party may be entitled.

B. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in **Rybiki Law Firm, PLLC**. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which the party may be entitled.

C. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in **Rybiki Law Firm, PLLC**. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator in **Rybiki Law Firm, PLLC**. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs or arbitration, including attorney fees, will be allocated by the arbitrator.

17. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

18. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

19. Applicable Law

This Agreement will be governed by the laws of the State of Texas

SIGNATURES:

Signature of Owner

Date

Printed Name of Owner

Title

Signature of Contractor

Date

Printed Name of Contractor

Title

Taxpayer ID Number: 75-2105410

TEXAS DIRT CONTRACTORS
PO Box 36348 Dallas, TX 75235
O: 972-579-0081 F: 972-579-0082
office@texasdirt.biz

TO: Wylie Economic Development
Hwy 78 Left Turn Lanes & Deceleration Lanes Improvements


RE: EXHIBIT B-DRAW SCHEDULE

DRAW #1:	In the amount of \$37,400.00 to be paid upon substantial completion for Mobilization & General Conditions per Contract
DRAW #2:	In the amount of \$189,049.68 to be paid upon substantial completion of concrete removal, excavation, utilities and staking
DRAW #3:	In the amount of \$248,760.00 to be paid upon substantial completion of Asphalt, concrete paving, backfill and clean-up
TOTAL:	Draw #1, #2, #3 \$475,209.68

Wylie Economic Development Corporation

M E M O R A N D U M

TO: WEDC Board of Directors

FROM: Samuel Satterwhite, Executive Director 

SUBJECT: McMillan Contract

DATE: February 20, 2017

Issue

Consider and act upon the ratification and approval of a Real Estate Sales Contract between Patsy Jo McMillan, Margaret McMillan, and the WEDC.

Analysis

As directed by the Board in Executive Session, staff executed a Real Estate Contract to purchase 0.26 acres from the McMillan family located near the northwest corner of Jackson and Oak. The negotiated purchase price is \$75,000.

The property can be used to either compliment an adjacent City-owned parking lot or be used independently for commercial development.

Outside the terms of the attached Contract, staff is working with the McMillan family to have the existing home demolished prior to the WEDC taking ownership. This approach will be beneficial to the WEDC in that staff will not have to oversee a contractor or be liable for any issues which may arise out of the demolition process.

Staff will bring an amendment to the Contract for Board approval in March detailing the terms of the proposed change which is well within the 120-day due diligence period.

Recommendation

Staff recommends that the WEDC Board of Directors ratify and approve a Real Estate Sales Contract between Patsy Joe McMillan, Margaret McMillan, and the WEDC.

Attachments

Real Estate Sales Contract
Survey

REAL ESTATE SALES CONTRACT

STATE OF TEXAS

COUNTY OF COLLIN

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between **PATSY JO MCMILLAN and MARGARET MCMILLAN**, 105 N. Jackson, P.O. Box 1, Wylie, Texas 75098 ("Seller"), and **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, 250 South Highway 78, Wylie, Texas 75098 ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01. Seller hereby sells and agrees to convey by Special Warranty Deed (the "Deed"), and Purchaser hereby purchases and agrees to pay for, that certain real estate, and any improvements located thereon, being approximately 0.257 acre, more or less, of property located at 105 N. Jackson Street, Wylie, Texas, or more specifically identified as Keller's Addition #1, Block 2, Lot 3 and the North one-half of Lot 4, City of Wylie, Collin County, Texas, which property is generally described in the attached as **Exhibit A** (the "Property").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, roads, alleys or rights-of-way, and including all rights to all oil, gas and other minerals, together with any improvements, fixtures, and personal property (notwithstanding the terms outlined in Section 8.02 d) situated on and attached to the property (all of such real property, rights, and appurtenances being hereinafter collectively

referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.

ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price for the Property shall be SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$75,000.00) for the gross area as determined by the survey as referenced in Section 3.03.

Payment of Purchase Price

2.02. The Purchase Price shall be payable per the following: Purchaser will pay all cash at closing.

ARTICLE III

CONDITIONS TO CLOSING

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Preliminary Title Commitment

3.02. Within twenty (20) business days after the Effective Date of this Contract, Seller, at Seller's sole cost and expense, shall have caused Lawyers Title (D. Baron Cook, Escrow Officer), 250 South Highway 78, Wylie, Texas 75098 (the "Title Company") to issue a preliminary title commitment (the "Title Commitment"), accompanied by true, correct and legible copies of all recorded documents relating to easements, rights-of-way, and any

instruments referred to in the Title Commitment as constituting exceptions or restrictions upon the title of Seller (the "Title Documents").

Survey

3.03. Within twenty (20) business days after the execution of this Contract, Seller shall, at Purchaser's sole cost and expense, obtain a current plat of survey ("Survey") of the Property, prepared by a duly licensed Texas land surveyor. The Survey shall be in a form acceptable to the Title Company in order to allow the Title Company to delete the survey exception (except as to "shortages in area") from the Owner's Title Policy to be issued by the Title Company. The Survey shall be staked on the ground, and the Survey shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, flood plain as defined by the Federal Insurance Administration, easements, and rights-of-way on or adjacent to the Property and shall set forth the number of total gross square feet comprising the Property.

Review Period

3.04. Purchaser shall have ten (10) days (the "Review Period") after Purchaser's receipt of the later of the Survey, the Title Commitment and the Title Documents to review the same and deliver in writing to Seller such objections as Purchaser may have to anything contained in them (the "Objection Notice"). In the event Purchaser states that any of the Survey, Title Commitment, Title Documents or any item therein contained, is not satisfactory, Purchaser may either: (a) terminate this Contract and have the Escrow Deposit forthwith returned to Purchaser; or (b) conditionally accept title subject to Seller's removal of any matters contained in such Objection Notice within ten (10) days from receipt of such Objection Notice (the "Title Cure Period"), in which case Seller may elect, at its sole option, to use commercially reasonable

efforts to remove or insure over such objectionable matters, but shall have no duty or obligation to remove or insure over any of such objectionable matters. If Seller cannot remove or insure over such matters before the expiration of the Title Cure Period, or if Seller elects not to remove or insure over any of Purchaser's objections, then at Purchaser's election within five (5) days following the expiration of the Title Cure Period, Purchaser may terminate this Contract and have the Escrow Deposit forthwith returned to Purchaser. Failure by Purchaser to terminate this Contract on or before five (5) days after the expiration of the Title Cure Period shall be deemed to be a waiver of all then uncured title objections which shall become Permitted Exceptions (as hereinafter defined). Purchaser hereby agrees that the lien for current taxes, and any items not objected to timely by Purchaser shall hereinafter be deemed to be permitted exceptions (the "Permitted Exceptions") and Purchaser shall not be entitled to object to the status of title, the Survey or avoid the Closing because of such Permitted Exceptions.

Feasibility Period

3.05. Purchaser shall have one-hundred twenty (120) days from execution of the Contract by Seller and acceptance of the same by the Title Company, within which to inspect the Property and determine if the same is suitable for Purchaser's intended use (the "Feasibility Period"). In the event Purchaser notifies Seller in writing on or before 5:00 p.m. on the last day of the Feasibility Period that Purchaser disapproves or is dissatisfied in any way with the Property, such determination to be made in Purchaser's sole and absolute discretion, then this Contract shall terminate and the Escrow Deposit (as defined in Section 6.01 below) heretofore delivered by Purchaser to Title Company shall be returned to Purchaser; provided however, that \$1,000.00 of the Escrow Deposit paid to Seller as Independent Consideration (as defined in Section 6.01 below) shall not be returned to Purchaser. In the event Purchaser fails to so notify

Seller in writing prior to the expiration of the Feasibility Period of Purchaser's election to terminate this Contract, this Contract shall continue in full force and effect. Seller hereby grants to Purchaser during the Feasibility Period the right to enter upon the Property and conduct such tests as Purchaser deems necessary; **provided that Purchaser shall indemnify, defend, and hold harmless Seller from all claims, actions or causes of action which might occur by virtue of Purchaser's entry upon or testing of the Property and provided further that Purchaser shall be responsible for all damages occasioned to the Property arising out of Purchaser's entry upon or testing of the Property. These obligations will survive the Closing or the cancellation or termination of this Agreement.** Notwithstanding the delivery of the above described studies and test, if any, Purchaser acknowledges that any information of any type which Purchaser has received or may receive from Seller, or its agents, is furnished to Purchaser as a courtesy only and on the express condition that Purchaser shall make an independent verification of the accuracy of such information, all such information is being furnished without any representation or warranty by Seller as to the truth, accuracy, or completeness of such information.

Environmental Study

3.06. This Contract is contingent upon the Purchaser obtaining an environmental report, at the expense of Purchaser, that indicates no environmental problems with the Property, and is otherwise acceptable to the Purchaser. In the event an acceptable environmental report is not obtained by the Purchaser as provided herein, the Purchaser shall have the right to terminate this Contract prior to expiration of the Feasibility Period by written notice to the Seller and the Escrow Deposit shall be returned by the Title Company to the Purchaser.

ARTICLE IV

CLOSING

4.01. The closing of the purchase and sale of the Property ("Closing") shall be at the offices of the Title Company, on or before five (5) days following the expiration of the Feasibility Period of this Contract (the date of Closing being herein referred to as the "Closing Date").

4.02. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (1) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (2) The Permitted Exceptions; and
- (3) Any other exceptions approved by Purchaser pursuant to this Contract or in writing.

(b) Deliver to Purchaser, at Seller's sole cost and expense, a Texas Owner's Title Policy issued by the Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property, subject only to those title exceptions listed in this Contract (including the Permitted Exceptions), such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's

Title Policy, and containing a survey exception deletion, if requested by Purchaser and at the expense of the Purchaser, except as to shortages in area.

(c) Deliver to Purchaser possession of the Property free from personal belongings.

(d) Deliver to Purchaser any and all leases in Purchaser's possession.

4.03. At the Closing, Purchaser shall:

(a) Deliver to Seller the Purchase Price by cashier's check, wire transfer or otherwise in immediately available funds.

(b) Deliver to Seller a certified resolution of the board of directors of Purchaser, which resolution will be in full force and effect, approving this transaction and designating the person or persons authorized to sign documents on behalf of Purchaser.

(c) Deliver to Seller and/or the Title Company such other documents as may be reasonably necessary or appropriate to consummate this transaction in accordance with the terms of this Contract.

4.04. All state, county, and municipal taxes for the then current year relating to the Property shall be calculated as of the Closing Date and Seller's share shall be collected by Title Company at the Closing and remitted to the appropriate taxing jurisdictions in accordance with Section 26.11 of the Texas Property Tax Code. If there is any rollback tax liability for the Real Property, the Seller will assume the responsibility for those taxes.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the Property that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the Property at

less than its market value, Purchaser may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

4.05. Each party shall pay any attorney's fees incurred by such party. All other costs and expenses of closing the sale and purchase shall be borne and paid as provided in this Contract, or if the Contract is silent, as is usual and customary for real estate transactions in Collin County, Texas.

ARTICLE V

REAL ESTATE COMMISSIONS

5.01. In the event a broker commission is occasioned by the consummation of this Contract, the party retaining such broker shall be responsible for all real estate commissions with respect to that broker.

ARTICLE VI

ESCROW DEPOSIT

6.01. Within three (3) business days following the full execution of this Contract and for the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser shall deliver to the Title Company, a check in the amount of \$5,000.00 as an escrow deposit (the "Escrow Deposit") which shall apply toward the Purchase Price at Closing. Purchaser agrees that \$100.00 of the Escrow Deposit is given as consideration for the Contract

("Independent Consideration"), which Independent Consideration shall be applied to the Purchase Price at Closing, but shall not be returned to Purchaser in the event the Escrow Deposit is otherwise returned to Purchaser pursuant to the terms of this Contract. In the event Purchaser fails to timely deliver the Escrow Deposit to the Title Company, this Contract shall automatically terminate and be of no further force or effect and Seller shall be relieved from all liabilities or obligations hereunder.

ARTICLE VII

CASUALTY

7.01. All risks of loss to the Property shall remain upon Seller prior to the Closing, subject to the provisions of Section 3.06 of this Contract. If a casualty occurs, Seller may, but shall not be obligated to, restore the Property to its condition immediately prior to the casualty, and if it does not so restore the Property, then Purchaser may accept the Property in its damaged condition without reduction in the Purchase Price or terminate this Contract.

ARTICLE VIII

REPRESENTATIONS

8.01. As a material inducement to the Purchaser to execute and perform its obligations under this Contract, the Seller hereby represents and warrants to the Purchaser as of the date of execution of this Contract and through the date of the Closing as follows:

(a) Seller is the owner in fee simple of the Property subject to the Permitted Exceptions. The Property is not subject to any lease or other agreement that creates a right of ownership or possession to a third;

(b) To Seller's current actual knowledge, there are no actions, suits, or proceedings (including condemnation) pending or threatened against the Property, at law or in equity or

before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign;

(c) The Property is not in a water district;

(d) To the current actual knowledge of Seller, no part of the Property has been used for or as a landfill or toxic waste site or is in a wetland protected area or FEMA flood plain as currently defined by federal law;

(e) No consent or approval of any other person or entity is required in order for this Contract to be legal, valid and binding upon Seller except for any lender consent that will be obtained by Seller at or prior to Closing;

(f) The execution and delivery of this Contract and the consummation of this transaction shall not constitute a violation, breach or default by Seller of any term or provision of any other instrument of which Seller is a party or to which Seller or the Property may be subject except that this transaction will require the consent of Seller's lender and a release of lien which Seller will obtain at or prior to Closing;

(g) Seller is not the subject of any bankruptcy, reorganization or insolvency proceeding.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR SELLER'S REPRESENTATIVES. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT

LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER AGREES TO TAKE WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. FURTHER, PURCHASER HEREBY ACKNOWLEDGES TO SELLER THAT PURCHASER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN.

8.02 As a material inducement to the Seller to execute and perform its obligations under this Contract, the Purchaser hereby represents and warrants to the Seller as of the date of execution of this Contract and through the date of the Closing as follows:

(a) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has all the requisite power and authority to enter into, deliver and perform this Contract;

(b) No consent or approval of any other person or entity is required in order for this Contract to be legal, valid and binding upon Purchaser; and the execution and delivery of this Contract and the consummation of this transaction shall not constitute a violation, breach or default by Purchaser of any term or provision of any other instrument of which Purchaser is a party or to which Purchaser may be subject;

(c) To Purchaser's current actual knowledge, there are no actions, suits, or proceedings pending or threatened against the Purchaser, at law or in equity or before any federal, state,

municipal, or other government agency or instrumentality, domestic or foreign, and Purchaser has received no written notice of same. The Purchaser is not involved in any bankruptcy, reorganization or insolvency proceeding.

(d) Within the Feasibility Period, Purchaser authorizes Seller to remove any and all fixtures and personal property situated on and attached to the Property, including but not limited to any and all building materials within the structure(s), so long as the removal of said materials does not compromise the exterior walls of said structure(s) and promote unauthorized access to the structure(s) interior.

ARTICLE IX

BREACH BY SELLER

9.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, or pursuant to a right of termination expressly granted hereunder, Purchaser may terminate this Contract and obtain the return of the Escrow Deposit as liquidated damages or pursue specific performance, as its sole and exclusive remedies.

ARTICLE X

BREACH BY PURCHASER

10.01. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in this Contract having been satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller may either (i) terminate this Contract and receive the Escrow Deposit as liquidated damages, or (ii) obtain specific performance, as its sole and exclusive remedies.

ARTICLE XI

MISCELLANEOUS

Survival of Covenants

(a) Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, shall survive the Closing for a period of one (1) year (or such longer period of time as may be expressly contemplated by this Contract in the specific instance) and shall not be merged therein.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the address set forth herein above.

Texas Law to Apply

(c) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Contract is not assignable by the Purchaser without the written consent of the Seller.

Nondisclosure

(e) Neither party shall disclose to any person or entity (other than that party's advisors or as may be required by law) the terms of this Agreement or the identity of the parties

and shall not issue any press or other informational releases without the express written consent of each party.

Legal Construction

(f) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(g) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all the parties.

Time of Essence

(h) Time is of the essence of this Contract.

Attorney's Fees

(i) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(j) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Compliance

(k) In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtains a policy of title insurance.

Effective Date of Contract

(l) The term "effective date of this Contract" as used herein shall mean the later of the two (2) dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties.

[SIGNATURE PAGE TO FOLLOW]

Executed on the dates set forth at the signatures of the parties hereto.

SELLERS:

PATSY JO MCMILLAN

By: Patsy J. McMillan
Date of Execution: 1-26-17

MARGARET MCMILLAN

By: Margaret McMillan
Date of Execution: 1/26/17

PURCHASER:

WYLIE ECONOMIC DEVELOPMENT
CORPORATION

By: Sam Selt
Its: Executive Director
Date of Execution: 1-26-17

TITLE COMPANY ACCEPTANCE:

The Title Company acknowledges receipt of the Earnest Money on _____
and accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

TITLE COMPANY:

LAWYERS TITLE

BY: _____
PRINTED NAME: _____
TITLE: _____
ADDRESS: _____

Telephone _____ Fax _____

0.26 ACRES
KELLER'S ADDITION
LOTS 3 & NORTH 1/2 OF LOT 4, BLOCK 2
CITY OF WYLLIE
COLLIN COUNTY, TEXAS

BOUNDARY SURVEY

Boundary Solutions Inc.
Professional Land Surveyors
COMMERCIAL AND RESIDENTIAL
BOUNDARY, TOPOGRAPHIC, &
ALTA/ACSM LAND TITLE
SURVEYS
P.O. BOX 250
CADDO MILLS, TX 75135
OFFICE: 214-499-8472
FAX: 972-782-7611
EMAIL: mbsusy_bs@yahoo.com

G.F.# 19113502873
Address:
105 N. Jackson

Drawn by: mlb
B.S.I. Job# 1701-021

DESCRIPTION

STATE OF TEXAS
COUNTY OF COLLIN

BEING all that tract of land in the City of Wylie, Collin County, Texas, and being all of Lot 3 and the North 1/2 of Lot 4, Block 2 of Keller's Addition as recorded in Volume 29, Page 349 of the Deed Records of Collin County, Texas, and being further described as follows:

BEGINNING at a 5/8 inch steel rod set on the West line of Jackson Avenue (70'), at the Northeast corner of Lot 3, and at the Southeast corner of Lot 2;

THENCE South 00 degrees 00 minutes 00 seconds East (Bearing Basis), 89.25 feet along the West line of said Jackson Avenue to a 5/8 inch steel rod set for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, 125.00 feet to a 5/8 inch steel rod set on the East line of 20 foot alley (unimproved), and on the West line of said Lot 4;

THENCE North 00 degrees 00 minutes 00 seconds East, 89.25 feet along the East line of said alley to a 5/8 inch steel rod set at the Northwest corner of said Lot 3, and at the Southwest corner of said Lot 2;

THENCE North 90 degrees 00 minutes 00 seconds East, 125.00 feet to the POINT OF BEGINNING, containing 0.26 acres of land.



Notes Corresponding to Schedule B:

10.e.) 100' Right of Way to Santa Fe Railway Company, Vol. 30, Pg. 480 - Railroad located West of subject tract.

SRS = STEEL ROD SET
SRR = STEEL ROD FOUND

Note: Bearings based on recorded plat (Vol. 29, Pg. 349).

Note: Verify exact location of underground utilities prior to construction.

Note: All 5/8 inch steel rods set have red plastic cap stamped "Boundary Solutions"

The plat as shown hereon was prepared from an on-the-ground survey performed under my supervision during the month of January, 2017; there are no visible intrusions, protrusions, overlapping of improvements or conflicts found except as shown on the survey plat.

January 31, 2017



Matthew Busby
Matthew Busby
R.P.L.S. No. 5751

W. Oak Street (70')

LOT 1
BLOCK 2
KELLER'S ADDITION
VOL 29, PG 349

LOT 2
BLOCK 2
KELLER'S ADDITION
VOL 29, PG. 349

POINT OF BEGINNING

Jackson Avenue (70')

20' Alley (unimproved)
N 00°00'00" E 89.25'

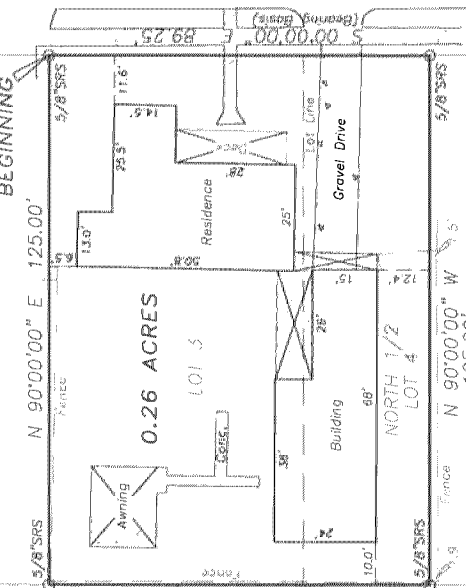
0.26 ACRES

LOT 3

NORTH 1/2 LOT 4

SOUTH 1/2 LOT 4


LOT 5



Wylie Economic Development Corporation

MEMORANDUM

TO: WEDC Board of Directors

FROM: Samuel Satterwhite, Executive Director 

SUBJECT: Staff Report

DATE: February 20, 2017

Issue

Staff report: review issues surrounding WEDC Performance Agreement Summary, Environmental Activity Summary, WEDC Financial Audit, Wylie Days, Collin County Days, Highway 78 WEDC Pad Sites, Promotional Activities, and regional housing starts.

Analysis

As a reminder to Board members, the Board may not discuss an item which is not specifically identified on the agenda. Only those items listed above can be discussed. Should any Board member want an issue be placed on the agenda at any time prior to a Board meeting, please contact the WEDC President or staff.

WEDC Performance Agreement Summary

Attached for the Board's review is a summary of all outstanding Performance Agreements including: ACG Texas LP, Ascend Custom Extrusion, All State Fire Equipment, B&B Theatres Operating Company, Clark Street Development, Dank Real Estate, Exco Extrusion Dies, Freudiger Holdings, Getset, KREA Acquisition, Mil-Tib, McClure Partners, Patna Properties, Ronald P. and Carole A. Trout, T.W. Snider, VIAA Properties, Von Runnen Holdings, Wedge Corporation, Woodbridge Crossing.

Woodbridge Crossing

Attached for the Board's review is the Sales Tax Reimbursement Report which identifies all sales taxes received through January 2017 within Woodbridge Crossing for the City General Fund, the WEDC, and the 4B. As a reminder, the City and WEDC reimbursed 85% of all sales tax generated within Woodbridge Crossing through September 2013 with the reimbursement percentage reduced to 65% thereafter. Due to the default under the Amended and Restated Performance Agreement, Woodbridge Crossing is only eligible to receive up to \$6 million in sales tax reimbursement through September 2021 as opposed to the maximum reimbursement of \$12 million originally contemplated.

\$4,032,045.23 in reimbursement has been earned through January 2017 with net receipts of \$3,260,088.03 after reimbursements. As well, it is estimated that \$4.1 mm has been paid in ad valorem taxes to the City of Wylie (excluding the WISD). As shown on the Sales Tax Reimbursement Report, \$142,917.21 was generated in sales tax in November 2016 versus \$126,607.23 in November 2015. This represents 12.9% increase over 2015 receipts.

Environmental Activity Report

Attached for the Board's review is a spreadsheet tracking all activities with W&M Environmental for FY 2014-15 and FY 2015-16. W&M has prepared Phase I & II reports for Mann Made, K&M, Business Way, 111 N. Ballard, 908 Kirby, 201 Industrial Court, is processing the VCP application for the Commerce property, and processing the Municipal Setting Designation through the City.

WEDC Financial Audit

Excerpts from the Comprehensive Annual Financial Report have been provided for Board review. Staff has only included excerpts due to the report being 136 pages. All references to the WEDC have been highlighted. As well, Mrs. Melissa Beard, Assistant Finance Director, has been invited to the WEDC Board Meeting to review the Audit and WEDC financials.

Wylie Days

On February 8-9, representatives from the City Council, WISD Board of Trustees, City & ISD staff, Chamber of Commerce, WEDC Board & staff, and Oncor traveled to Austin to meet with State legislators and address issues of local interest up for consideration this Session. As this event evolves, a greater effort will be made to encourage concerned citizens outside of the above identified entities to attend and display a broad range of interest in the decisions made by our local elected officials in Austin.

Collin County Days

On March 28 – 29, a larger 'Collin County' contingency will travel to Austin to accomplish the same goals as the Wylie event but from a County perspective. A much smaller group from the WEDC, Chamber, and WISD will attend with Council having a previously scheduled Council Meeting.

Highway 78 WEDC Pad Sites

Ground water samples are currently being taken from WEDC property with results expected on 2-23-17. With soil samples already in hand, the VCP application should be prepared and sent to the TCEQ the week of 2-27. Assuming the application is complete, the TCEQ will issue a case number within 60 days of receipt and at that time the site officially becomes enrolled in the VCP.

Promotional Activities

To facilitate networking with community stake holders and prospects, the WEDC has a ¼ interest in Maverick's Season tickets for the 2016-17 Season. The use of those tickets is detailed for your review.

Regional Housing Starts

Fifteen homes were permitted in Wylie for the month of January 2017. Sachse, Lavon, Murphy permitted a combined nineteen with Inspiration permitting ten over the same period.

No action is requested by staff for this item.

Attachments

Performance Agreement Summary
W&M Activity Report
Promotional Events Log
Regional Housing Permits
Audit Excerpts

Outstanding Performance Agreement Summary

Company	Performance Obligations	Expiration	Incentive	Comment/Notes
ACG Texas LP (IHOP)	A. CO on 4,525 sf commercial building at a cost of \$1,100,000; receipts for \$35,000 on Qualified Infrastructure.	12/31/2017	\$35,000	
Ascend Custom Extrusion	A. CO on 21,000 sf expansion; documentation of minimum cost of \$1,000,000	2/1/2014	\$49,871	Paid
	B. Documentation of 3rd extrusion press w/ purchase price of \$4,500,000	2/1/2015	\$24,000	Paid
	C. Documentation of 3rd extrusion press w/ purchase price of \$4,500,000	2/1/2016	\$24,000	Paid
	D. Documentation of 3rd extrusion press w/ purchase price of \$4,500,000	2/1/2017	\$24,000	
All State Fire Equipment	A. CO 9,300 sf office/warehouse; construction documents for \$788,000	4/15/2016	\$20,000	Paid
	B. Valuation of \$1,100,000	8/1/2017	\$20,000	
	C. Valuation of \$900,000	8/1/2018	\$20,000	
B&B Theatres	Phase I - CO 56,000 sf, 12 screen theater; documentation of \$600,000; documentation of total expend. for land, improvements and personal property of \$10,000,000.	12/31/2013	\$100,000	Paid
	Cumulative valuation amended to \$7,300,000	12/31/2014	\$25,000	Paid
		12/31/2015	\$25,000	Paid
		12/31/2016	\$25,000	Paid
		12/31/2017	\$25,000	
		12/31/2018	\$25,000	
B&B Theatres Sales Tax Reimb.	Qrtly Sales Tax Reimbursement equal to .005	12-18	Annually	Total Incentive not to exceed \$600,000
CSD Woodbridge	Phase I - Acquire property for 110,000 sf Kroger by 7/31/2016; CO by 3/31/2014	3/31/2014	\$100,000	Paid

Outstanding Performance Agreement Summary

	Phase II - CO for 120,600 sf retail space (completed)	3/31/2014	Sales tax reimburse	quarterly
	Phase III - CO for 127,600 sf retail space (completed)	3/31/2017	Sales tax reimburse	quarterly
	Phase IV - CO for 134,600 sf retail space (completed)	3/31/2019	Sales tax reimburse	Cumulative incentive not to exceed \$1.1 mm
Dank Real Estate (Deanan Popcorn)	A. CO on 5,300 sf building, documentation of \$600,000 construction cost	2/1/2015	\$15,000	Paid
	B. Documentation of \$1,150,000 property value	2/1/2016	\$7,500	Paid
	C. Documentation of \$1,150,000 property value	2/1/2017	\$7,500	
Exco Extrusion Dies (Texas), Inc.	A. CO on 30,000 sf building	2/24/2016	\$87,000	Paid
	B. On an annual basis maintain appraised value of \$7.55 mm, maintain Texas as principal place of business, employ 20 full time employees	2/24/2017	\$20,000	Paid
		2/24/2018	\$20,000	
		2/24/2019	\$20,000	
		2/24/2020	\$20,000	
	Seller financing on \$350,000 note, forgiven annually beginning 1-31-17 in equal amounts of \$70,000	2017 - 2021	\$350,000	
Freudiger Holdings, LLC	CO and Documentation supporting 5,500 sf office space and 1,800 warehouse space at a cost of \$250,000	5/1/2016	\$15,000	Paid
	Form 941 evidencing a minimum of 75 employees employed not less than 90 days prior to CO.	5/1/2016	\$25,000	Paid
	10 Full time Employees ,over and above the base Employment evidenced by Form 941.	5/1/2017	\$30,000	

Outstanding Performance Agreement Summary

Get Set, Inc.	CO for 6,700 sf building and documentation of \$575,000 in construction cost.	5/1/2015	\$15,000	Paid
	Appraised Value of \$1,175,000	2/28/2017	\$10,000	
	Appraised Value of \$1,175,000	2/28/2018	\$10,000	
KREA Acquisition, LLC	A. Acquire property by 9/1/15; CO for La Quinta Inn & Suites by 3/31/17; confirm \$600,000 in construction costs	3/31/2017	\$100,000	Not to exceed \$600,000 total incentive
	B. Quarterly incentive payment equal to Occupancy Tax paid to City of Wylie (start date 6 months from CO and ending 7 years from 1st payment)	9/31/18		
Mil-Tib GP	A. Demolition of 14,344 square foot facility located at 209 S. Ballard at a cost of \$76,500 confirmed via visual inspection byWEDC; documentation evidencing demolition costs of \$76,500; verification current status on ad valorem taxes on property.	7/1/2017	\$38,250	
McClure Partners Devel. Co., LLC	A. Purchase of Williford Tracts by 10/1/16; Complete demolition of all improvements, foundations & paving by 12/31/16. Removal of all debris, vehicles, inventory by 12/31/16.	12/31/2016	\$25,000	Paid
	B. Complete construction of 6,000 sf commercial bldg w/Construction costs not less than \$1,350,000. CO not later than 9/30/17.	9/30/2017	\$50,000	
Patna Properties, Inc.	A. CO for 4,283 sf building; documentation of \$700,000 in construction costs	10/1/2016	\$20,000	Paid
	B. Appraised Value of \$707,000	10/1/2017	\$10,000	

Outstanding Performance Agreement Summary

Ronald P. and Carole A. Trout	A. CO for 4,944 sf building; documentation \$340,000 in construction costs; current on ad valorem taxes;	12/31/2017	\$15,000	
T.W. Snider	A. CO for 4,800 sf building; current on all ad valorem taxes. B. Construction plans for 6,000 sf Bldg 3 evidenced by a building permit by March 1, 2017; CO for Bldg 3 by October 1, 2017; current on all ad valorem taxes.	2/1/2017	\$8,000	
VIAA Properties, LLC	A. CO for 6,094 sf building; documentation \$1,200,000 in construction costs B. Appraised Value of \$1,000,000	2/28/2016 2/28/2017	\$30,000 \$20,000	Paid
Von Runnen Holdings	A. CO for 12,047 sf building; documentation of \$1,250,000 in construction costs. B. Appraised Value of \$1,000,000 C. Appraised Value of \$1,000,000	1/1/2016 1/31/2017 1/31/2018	\$20,000 \$10,000 \$10,000	Paid Paid
Wedge Corporation	A. Documentation of executed Ground Lease, Building Permit; B. CO for "The Rock" C. Evidence of Continuous Operation D. Evidence of Continuous Operation E. Evidence of Continuous Operation	1/31/2014 12/31/2014 12/31/2015 12/31/2016 12/31/2017	\$137,500 \$137,500 \$91,666 \$91,666 \$91,668	Loan Advance #1 Loan Advance #2 Loan Advance Forgiven Loan Advance Forgiven
Woodbridge Crossing	Phase I. CO for Initial Phase including a Super Target by 8/1/09. No further performance requirements. Default declared reducing maximum incentive from \$12 mm to \$6 mm.	8/1/2009 2021	65% sales tax reimb 2009 - 2013 ; 85% sales tax reimb	Reimbursement spreadsheet attached

Woodbridge Crossing Sales Tax Reimbursement Report

Filing Period	Allocation Period	City of Wylie (1%)	4B (0.5%)	WEDC (0.5%)	Total	Applicable Rate (%)	WEDC Reimbursement	City Reimbursement	Total Reimbursement
Oct-09	Dec-09	\$17,612.55	\$8,806.27	\$8,806.27	\$35,225.09	0.85	7,485.33	\$14,970.66	\$22,455.99
Nov-09	Jan-10	21,995.30	10,997.65	10,997.65	43,990.60	0.85	9,348.00	18,696.01	28,044.01
Dec-09	Feb-10	40,289.26	20,144.63	20,144.63	80,578.52	0.85	17,122.94	34,245.87	51,368.81
			Sub-Total		159,794.21		33,956.27	67,912.54	101,868.81
Jan-10	Mar-10	16,017.96	8,008.98	8,008.98	32,035.92	0.85	6,807.63	13,615.27	20,422.90
Feb-10	Apr-10	18,392.59	9,196.29	9,196.29	36,785.17	0.85	7,816.85	15,633.70	23,450.55
Mar-10	May-10	24,382.07	12,191.03	12,191.03	48,764.13	0.85	10,362.38	20,724.76	31,087.13
			Sub-Total		117,585.22		24,986.86	49,973.72	74,960.58
Apr-10	Jun-10	16,991.53	8,495.76	8,495.76	33,983.05	0.85	7,221.40	14,442.80	21,664.19
May-10	Jul-10	19,588.24	9,794.12	9,794.12	39,176.48	0.85	8,325.00	16,650.00	24,975.01
Jun-10	Aug-10	24,662.64	12,331.32	12,331.32	49,325.28	0.85	10,481.62	20,963.24	31,444.87
			Sub-Total		122,484.81		26,028.02	52,056.04	78,084.07
Jul-10	Sep-10	18,344.56	9,172.28	9,172.28	36,689.12	0.85	7,796.44	15,592.88	23,389.31
Aug-10	Oct-10	20,401.73	10,200.87	10,200.87	40,803.46	0.85	8,670.74	17,341.47	26,012.21
Sep-10	Nov-10	22,301.22	11,150.61	11,150.61	44,602.43	0.85	9,478.02	18,956.03	28,434.05
			Sub-Total		122,095.01		25,945.19	51,890.38	77,835.57
Oct-10	Dec-10	18,800.19	9,400.10	9,400.10	37,600.38	0.85	7,990.08	15,980.16	23,970.24
Nov-10	Jan-11	25,735.09	12,867.54	12,867.54	51,470.17	0.85	10,937.41	21,874.82	32,812.23
Dec-10	Feb-11	42,668.92	21,334.46	21,334.46	85,337.83	0.85	18,134.29	36,268.58	54,402.87
Audit Adjust.									
Oct-10		5,065.71	2,532.86	2,532.86	10,131.42	0.85	2,152.93	4,305.85	6,458.78
			Sub-Total		184,539.80		39,214.71	78,429.42	117,644.12
Jan-11	Mar-11	18,295.33	9,147.66	9,147.66	36,590.65	0.85	7,775.51	15,551.03	23,326.54
Feb-11	Apr-11	25,185.02	12,592.51	12,592.51	50,370.04	0.85	10,703.63	21,407.27	32,110.90
Mar-11	May-11	39,822.31	19,911.15	19,911.15	79,644.61	0.85	16,924.48	33,848.96	50,773.44
			Sub-Total		166,605.30		35,403.63	70,807.25	106,210.88
Apr-11	Jun-11	33,456.49	16,728.25	16,728.25	66,912.98	0.85	14,219.01	28,438.02	42,657.02

Woodbridge Crossing
Sales Tax Reimbursement Report
Page 2

Filing Period	Allocation Period	City of Wylie (1%)	4B (0.5%)	WEDC (0.5%)	Total	Applicable Rate (%)	WEDC Reimbursement	City Reimbursement	Total Reimbursement
May-11	Jul-11	50,192.64	25,096.32	25,096.32	100,385.28	0.85	21,331.87	42,663.74	63,995.62
Jun-11	Aug-11	43,639.11	21,819.56	21,819.56	87,278.22	0.85	18,546.62	37,093.24	55,639.87
			Sub-Total		254,576.48		54,097.50	108,195.00	162,292.51
Jul-11	Sep-11	31,551.34	15,775.67	15,775.67	63,102.67	0.85	13,409.32	26,818.63	40,227.95
Aug-11	Oct-11	32,798.19	16,399.09	16,399.09	65,596.37	0.85	13,939.23	27,878.46	41,817.69
Sep-11	Nov-11	36,136.64	18,068.32	18,068.32	72,273.27	0.85	15,358.07	30,716.14	46,074.21
			Sub-Total		200,972.31		42,706.62	85,413.23	128,119.85
Oct-11	Dec-11	31,701.68	15,850.84	15,850.84	63,403.35	0.85	13,473.21	26,946.42	40,419.64
Nov-11	Jan-12	40,631.94	20,315.97	20,315.97	81,263.88	0.85	17,268.57	34,537.15	51,805.72
Dec-11	Feb-12	66,403.17	33,201.59	33,201.59	132,806.34	0.85	28,221.35	56,442.69	84,664.04
			Sub-Total		277,473.57		58,963.13	117,926.27	176,889.40
Jan-12	Mar-12	28,180.49	14,090.24	14,090.24	56,360.97	0.85	11,976.71	23,953.41	35,930.12
Feb-12	Apr-12	32,824.36	16,412.18	16,412.18	65,648.71	0.85	13,950.35	27,900.70	41,851.05
Mar-12	May-12	42,213.75	21,106.88	21,106.88	84,427.50	0.85	17,940.84	35,881.69	53,822.53
			Sub-Total		206,437.18		43,867.90	87,735.80	131,603.70
Apr-12	Jun-12	33,749.69	16,874.85	16,874.85	67,499.38	0.85	14,343.62	28,687.24	43,030.85
May-12	Jul-12	35,756.08	17,878.04	17,878.04	71,512.15	0.85	15,196.33	30,392.66	45,589.00
Jun-12	Aug-12	43,423.09	21,711.55	21,711.55	86,846.18	0.85	18,454.81	36,909.63	55,364.44
			Sub-Total		225,857.71		47,994.76	95,989.53	143,984.29
Jul-12	Sep-12	32,945.51	16,472.76	16,472.76	65,891.02	0.85	14,001.84	28,003.68	42,005.53
Aug-12	Oct-12	33,981.49	16,990.74	16,990.74	67,962.97	0.85	14,442.13	28,884.26	43,326.39
Sep-12	Nov-12	39,669.19	19,834.60	19,834.60	79,338.38	0.85	16,859.41	33,718.81	50,578.22
			Sub-Total		213,192.37		45,303.38	90,606.76	135,910.14
Oct-12	Dec-12	61,352.09	30,676.05	30,676.05	122,704.18	0.85	26,074.64	52,149.28	78,223.91
Nov-12	Jan-13	13,760.37	6,880.18	6,880.18	27,520.73	0.85	5,848.16	11,696.31	17,544.47
Dec-12	Feb-13	68,951.35	34,475.67	34,475.67	137,902.69	0.85	29,304.32	58,608.64	87,912.96
			Sub-Total		288,127.60		61,227.11	122,454.23	183,681.35
Jan-13	Mar-13	37,264.78	18,632.39	18,632.39	74,529.55	0.85	15,837.53	31,675.06	47,512.59

Woodbridge Crossing
Sales Tax Reimbursement Report
Page 3

Filing Period	Allocation Period	City of Wylie (1%)	4B (0.5%)	WEDC (0.5%)	Total	Applicable Rate (%)	WEDC Reimbursement	City Reimbursement	Total Reimbursement
Feb-13	Apr-13	32,499.58	16,249.79	16,249.79	64,999.15	0.85	13,812.32	27,624.64	41,436.96
Mar-13	May-13	42,416.25	21,208.13	21,208.13	84,832.50	0.85	18,026.91	36,053.81	54,080.72
			Sub-Total		224,361.20		47,676.76	95,353.51	143,030.27
Apr-13	Jun-13	31,950.38	15,975.19	15,975.19	63,900.76	0.85	13,578.91	27,157.82	40,736.73
May-13	Jul-13	35,623.93	17,811.97	17,811.97	71,247.86	0.85	15,140.17	30,280.34	45,420.51
Jun-13	Aug-13	44,805.27	22,402.63	22,402.63	89,610.53	0.85	19,042.24	38,084.48	57,126.71
			Sub-Total		224,759.15		47,761.32	95,522.64	143,283.96
Jul-13	Sep-13	30,171.94	15,085.97	15,085.97	60,343.87	0.85	12,823.07	25,646.14	38,469.22
Aug-13	Oct-13	31,615.59	15,807.80	15,807.80	63,231.18	0.85	13,436.63	26,873.25	40,309.88
Sep-13	Nov-13	34,215.75	17,107.88	17,107.88	68,431.50	0.85	14,541.69	29,083.39	43,625.08
			Sub-Total		192,006.55		40,801.39	81,602.78	122,404.18
Oct-13	Dec-13	30,192.68	15,096.34	15,096.34	60,385.36	0.65	9,812.62	19,625.24	29,437.86
Nov-13	Jan-14	40,059.94	20,029.97	20,029.97	80,119.87	0.65	13,019.48	26,038.96	39,058.44
Dec-13	Feb-14	60,106.82	30,053.41	30,053.41	120,213.63	0.65	19,534.71	39,069.43	58,604.14
			Sub-Total		260,718.86		42,366.81	84,733.63	127,100.44
Jan-14	Mar-14	34,887.18	17,443.59	17,443.59	69,774.35	0.65	11,338.33	22,676.66	34,015.00
Feb-14	Apr-14	39,550.17	19,775.09	19,775.09	79,100.34	0.65	12,853.81	25,707.61	38,561.42
Mar-14	*May-14	50,095.00	25,047.50	25,047.50	100,190.00	0.65	16,280.88	32,561.75	48,842.63
			Sub-Total		249,064.69		40,473.01	80,946.02	121,419.04
Apr-14	Jun-14	42,836.52	21,418.26	21,418.26	85,673.03	0.65	13,921.87	27,843.73	41,765.60
May-14	Jul-14	44,483.44	22,241.72	22,241.72	88,966.88	0.65	14,457.12	28,914.24	43,371.35
Jun-14	Aug-14	54,191.06	27,095.53	27,095.53	108,382.12	0.65	17,612.09	35,224.19	52,836.28
			Sub-Total		283,022.03		45,991.08	91,982.16	137,973.24
Jul-14	Sep-14	41,601.13	20,800.56	20,800.56	83,202.25	0.65	13,520.37	27,040.73	40,561.10
Aug-14	Oct-14	46,838.76	23,419.38	23,419.38	93,677.52	0.65	15,222.60	30,445.19	45,667.79
Sep-14	Nov-14	58,574.10	29,287.05	29,287.05	117,148.19	0.65	19,036.58	38,073.16	57,109.74
			Sub-Total		294,027.96		47,779.54	95,559.09	143,338.63
Oct-14	Dec-14	46,397.97	23,198.98	23,198.98	92,795.93	0.65	15,079.34	30,158.68	45,238.02

Woodbridge Crossing
Sales Tax Reimbursement Report
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Filing Period	Allocation Period	City of Wylie (1%)	4B (0.5%)	WEDC (0.5%)	Total	Applicable Rate (%)	WEDC Reimbursement	City Reimbursement	Total Reimbursement
Nov-14	Jan-15	62,438.87	31,219.43	31,219.43	124,877.73	0.65	20,292.63	40,585.26	60,877.89
Dec-14	Feb-15	93,019.09	46,509.54	46,509.54	186,038.17	0.65	30,231.20	60,462.41	90,693.61
				Sub-Total	403,711.83		65,603.17	131,206.34	196,809.52
Jan-15	Mar-15	42,919.35	21,459.67	21,459.67	85,838.69	0.65	13,948.79	27,897.57	41,846.36
Feb-15	Apr-15	44,299.71	22,149.86	22,149.86	88,599.42	0.65	14,397.41	28,794.81	43,192.22
Mar-15	May-15	61,991.88	30,995.94	30,995.94	123,983.76	0.65	20,147.36	40,294.72	60,442.08
				Sub-Total	298,421.87		48,493.55	96,987.11	145,480.66
Apr-15	Jun-15	47,156.82	23,578.41	23,578.41	94,313.63	0.65	15,325.96	30,651.93	45,977.89
May-15	Jul-15	51,820.00	25,910.00	25,910.00	103,639.99	0.65	16,841.50	33,683.00	50,524.50
Jun-15	Aug-15	63,530.67	31,765.34	31,765.34	127,061.34	0.65	20,647.47	41,294.94	61,942.40
				Sub-Total	325,014.96		52,814.93	105,629.86	158,444.79
Jul-15	Sep-15	49,814.04	24,907.02	24,907.02	99,628.08	0.65	16,189.56	32,379.13	48,568.69
Aug-15	Oct-15	52,333.38	26,166.69	26,166.69	104,666.76	0.65	17,008.35	34,016.70	51,025.05
Sep-15	Nov-15	54,260.52	27,130.26	27,130.26	108,521.03	0.65	17,634.67	35,269.33	52,904.00
				Sub-Total	312,815.87		50,832.58	101,665.16	152,497.74
Oct-15	Dec-15	48,763.81	24,381.90	24,381.90	97,527.61	0.65	15,848.24	31,696.47	47,544.71
Nov-15	Jan-16	63,303.62	31,651.81	31,651.81	126,607.23	0.65	20,573.67	41,147.35	61,721.02
Dec-15	Feb-16	99,187.99	49,594.00	49,594.00	198,375.98	0.65	32,236.10	64,472.19	96,708.29
				Sub-Total	422,510.82		68,658.01	137,316.02	205,974.02
Jan-16	Mar-16	49,991.19	24,995.59	24,995.59	99,982.37	0.65	16,247.14	32,494.27	48,741.41
Feb-16	Apr-16	42,000.94	21,000.47	21,000.47	84,001.87	0.65	13,650.30	27,300.61	40,950.91
Mar-16	May-16	63,385.72	31,692.86	31,692.86	126,771.44	0.65	20,600.36	41,200.72	61,801.08
				Sub-Total	310,755.68		50,497.80	100,995.60	151,493.39
Apr-16	Jun-16	50,205.20	25,102.60	25,102.60	100,410.40	0.65	16,316.69	32,633.38	48,950.07
May-16	Jul-16	55,183.98	27,591.99	27,591.99	110,367.95	0.65	17,934.79	35,869.58	53,804.38
Jun-16	Aug-16	75,925.05	37,962.53	37,962.53	151,850.10	0.65	24,675.64	49,351.28	74,026.92
				Sub-Total	362,628.45		58,927.12	117,854.25	176,781.37
Jul-16	Sep-16	46,925.74	23,462.87	23,462.87	93,851.48	0.65	15,250.87	30,501.73	45,752.60

Woodbridge Crossing
Sales Tax Reimbursement Report
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Filing Period	Allocation Period	City of Wylie (1%)	4B (0.5%)	WEDC (0.5%)	Total	Applicable Rate (%)	WEDC Reimbursement	City Reimbursement	Total Reimbursement
Aug-16	Oct-16	63,826.65	31,913.33	31,913.33	127,653.30	0.65	20,743.66	41,487.32	62,230.98
Sep-16	Nov-16	59,856.95	29,928.48	29,928.48	119,713.90	0.65	19,453.51	38,907.02	58,360.53
					341,218.68		55,448.04	110,896.07	166,344.11
Oct-16	Dec-16	52,217.94	26,108.97	26,108.97	104,435.88	0.65	16,970.83	33,941.66	50,912.49
Nov-16	Jan-17	71,458.61	35,729.30	35,729.30	142,917.21	0.65	23,224.05	46,448.09	69,672.14
Dec-16	Feb-17	0.00	0.00	0.00	0.00	0.65	0.00	0.00	0.00
					247,353.09		40,194.88	80,389.75	120,584.63
Totals					7,292,133.26		1,344,015.08	2,688,030.16	4,032,045.23

CSD Woodbridge Centre
Sales Tax Reimbursement Report

Filing Period	Allocation Period	City	4B		WEDC		WEDC	
			1.00%	0.50%	0.50%	Total	Reimbursement	
Jan-14	Mar-14	\$500.33	\$250.17	\$250.17	Sub-Total	\$1,000.66	\$250.17	
Feb-14	Apr-14	608.31	304.16	304.16		1,216.62	250.17	304.16
Mar-14	May-14	819.13	409.57	409.57		1,638.26		409.57
Apr-14	Jun-14	1,474.84	737.42	737.42		2,949.67		737.42
May-14	Jul-14	1,856.70	928.35	928.35	Sub-Total	5,804.55	1,451.14	
Jun-14	Aug-14	25,686.18	12,843.09	12,843.09		3,713.39	928.35	
Jul-14	Sep-14	1,482.27	741.14	741.14		51,372.36	12,843.09	
Aug-14	Oct-14	1,927.17	963.59	963.59	Sub-Total	2,964.54	741.14	
Sep-14	Nov-14	32,934.65	16,467.32	16,467.32		58,050.29	14,512.57	
Oct-14	Dec-14	1,998.92	999.46	999.46		3,854.34	\$963.59	
Nov-14	Jan-15	2,885.15	1,442.58	1,442.58	Sub-Total	65,869.29	16,467.32	
Dec-14	Feb-15	29,624.02	14,812.01	14,812.01		73,721.47	18,430.37	
Jan-15	Mar-15	6,488.22	3,244.11	3,244.11		5,770.30	1,442.58	
Feb-15	Apr-15	5,694.92	2,847.46	2,847.46	Sub-Total	\$59,248.04	\$14,812.01	
Mar-15	May-15	31,176.75	15,588.37	15,588.37		\$12,976.44	\$3,244.11	
Apr-15	Jun-15	5,390.41	2,695.20	2,695.20		\$77,994.78	\$19,498.70	
May-15	Jul-15	6,467.00	3,233.50	3,233.50	Sub-Total	\$84,524.13	2,847.46	
Jun-15	Aug-15	32,110.31	16,055.16	16,055.16		12,934.00	3,233.50	
Jul-15	Sep-15	5,548.58	2,774.29	2,774.29		\$64,220.62	\$16,055.16	
Aug-15	Oct-15	5,683.49	2,841.74	2,841.74	Sub-Total	\$11,097.15	\$2,774.29	
Sep-15	Nov-15	41,414.13	20,707.06	20,707.06		\$88,251.77	\$22,062.94	
Oct-15	Dec-15	6,007.81	3,003.91	3,003.91		11,366.97	2,841.74	
Nov-15	Jan-16	6,246.73	3,123.36	3,123.36	Sub-Total	\$82,828.25	\$20,707.06	
Dec-15	Feb-16	38,577.49	19,288.74	19,288.74		\$12,015.62	\$3,003.91	
						\$106,210.84	\$26,552.71	
						12,493.45	3,123.36	
						\$77,154.97	\$19,288.74	

CSD Woodbridge Centre
Sales Tax Reimbursement Report

Jan-16	Mar-16	5,383.48	2,691.74	2,691.74	\$10,766.95	\$2,691.74
			Sub-Total		\$100,415.37	\$25,103.84
Feb-16	Apr-16	5,556.02	2,778.01	2,778.01	11,112.03	2,778.01
Mar-16	May-16	35,400.22	17,700.11	17,700.11	\$70,800.43	\$17,700.11
Apr-16	Jun-16	5,929.35	2,964.67	2,964.67	\$11,858.69	\$2,964.67
			Sub-Total		\$93,771.15	\$23,442.79
May-16	Jul-16	5,622.45	2,811.22	2,811.22	11,244.89	2,811.22
Jun-16	Aug-16	36,078.78	18,039.39	18,039.39	\$72,157.55	\$18,039.39
Jul-16	Sep-16	5,553.88	2,776.94	2,776.94	\$11,107.76	\$2,776.94
			Sub-Total		\$94,510.20	\$23,627.55
Aug-16	Oct-16	5,386.52	2,693.26	2,693.26	\$10,773.03	2,693.26
Sep-16	Nov-16	45,851.97	22,925.99	22,925.99	\$91,703.94	\$22,925.99
Oct-16	Dec-16	5,712.60	2,856.30	2,856.30	\$11,425.19	\$2,856.30
			Sub-Total		\$113,902.16	\$28,475.54
Nov-16	Jan-17	5,534.56	2,767.28	2,767.28	\$11,069.11	2,767.28
Dec-16	Feb-17	0.00	0.00	0.00		\$0.00
Jan-17	Mar-17	0.00	0.00	0.00		\$0.00
			Sub-Total		\$11,069.11	\$2,767.28
			Total		\$909,226.48	\$227,306.62

W M Environmental Program Tracking

	Invoiced	Date	Descr. of Work	Proj. Total
605 Commerce			Project Total:	94,810.56
Phase II		2/28/15	Labor: Laura Foss; James Maxwell; Clay Snider; Michael Whitehead	Completed
Contracted Amt: \$11,500	4,138.75		Laboratory	
	1,967.65	2/28/15	Drilling	
	4,878.30	2/28/15	Misc. Supplies	
	124.12	2/28/15	W&M Equipment	
	151.25	2/28/15	Vehicle Usage P-2	
	250.00	2/28/15	Postage	
	12.39	8/18/15	Labor: Mark Smith	
	47.50	8/31/15		
Total	11,569.96			
VCP (Vol. Cleanup Prog)			Labor: Frank Clark; Laura Foss; Michael Henn; James Maxwell; Paul Rodusky; Mark Smith; Clay Snider; William Soderstrom; Ross Tucker; Michael Whitehead	
Contracted Amt: \$38,000	10,324.00	6/23/15	Laboratory	
	3,325.80	6/23/15	Supplies/Permits	
	1,150.00	6/23/15	Other Sub-contractors	
	690.00	6/23/15	Misc. Supplies	
	4.90	6/23/15	Labor: Frank Clark,; Clay Snider; Michael Whitehead	
	1,175.75	7/14/15	Drilling	
	2,632.35	7/14/15	Postage/Shipping/Delivery	
	9.38	7/14/15	Misc. Supplies	
	32.62	7/14/15	Mileage	
	13.23	7/14/15	Vehicle Usage P-2	
	187.50	7/14/15	W&M Equipment	
	361.75	7/14/15	Labor: Shan Ahmad; James Maxwell; Clay Snider	
	1,425.00	8/18/15	Laboratory	
	517.50	8/18/15	Drilling	
	3,041.75	8/18/15	Other Sub-contractors	
	925.75	8/18/15	Misc. Supplies	
	11.16	8/18/15	W&M Equipment	
	64.63	8/18/15	Vehicle Usage P-2	
	125.00	8/18/15	Labor: James Maxwell; Clay Snider; Michael Whitehead	
	1,066.25	8/31/15		

W M Environmental Program Tracking

	893.55	8/31/15	Laboratory	
	521.25	9/30/15	Labor: Shan Ahmad; Mark Smith; Clay Snider	
	287.50	10/31/15	Labor: Clay Snider	
	402.50	12/15/15	Labor: Clay Snider	
	631.25	12/31/15	Labor: Clay Snider, Michael Whitehead	
	143.75	12/31/15	Other Sub-contractors	
	843.75	1/31/16	Labor: Michael Henn, Mark Smith, Clay Snider	
	1,612.50	2/29/16	Labor: Shan Ahmad, Clay Snider	
	1,010.85	2/29/16	Laboratory	
	8.24	2/29/16	Misc. Supplies	
	396.14	2/29/16	Vehicles / Equipment	
	983.75	3/31/16	Labor: Michael Henn, Jeremiah Roy, Clay Snider	
	142.50	4/30/16	Labor: Jeremiah Roy, Clay Snider	
			Labor: Shan Ahmed, James Maxwell, Antonia Pacholczuk, Paul Rodusky, Jeremiah Roy, Michael Whitehead, Ross Zapalac	
	3,201.25	6/30/16		
	38,163.10			
APAR (Affected Property Assessment Report)				Completed
	805.00	7/14/15	Labor: Clay Snider	
	87.50	8/18/15	Labor: Michael Henn	
Contracted Amt: \$16,000	2,676.25	8/31/15	Labor: Laura Foss; Michael Henn; Clay Snider	
	11.73	8/31/15	Misc. Supplies	
	398.50	8/31/15	Vehicle usage P-2; W&M Equipment	
	2,880.00	9/30/15	Labor: Shan Ahmad; James Maxwell; Antonia Pacholczuk; Clay Snider; Michael Whitehead.	
	536.00	10/31/15	Labor: Clay Snider; Frank Clark	
	38.56	10/31/15	Subcontractors: Postage & Shipping	
	230.00	12/15/15	Labor: Clay Snider	
	115.00	12/31/15	Labor: Clay Snider	
	3,107.50	1/31/16	Labor: Shan Ahmad, Frank Clark, Michael Henn, Jeremiah Roy, Clay Snider	
	350.00	4/30/16	Labor: Jeremiah Roy	
	195.00	5/31/16	Labor: Shan Ahmad, Clay Snider	
	660.00	10/31/16	Labor: Clay Snider	

W M Environmental Program Tracking

	502.50	11/30/16	Labor: Michael Henn, Joshua Hopper, Clay Snider	
	173.50	12/31/16	Labor: Antonia Pacholczuk, Clay Snider	
	172.50	1/31/17	Labor: Michael Henn, Clay Snider, Michael Whitehead	
Total	12,939.54			
MSD (Municipal Setting Designation)				
	393.75	7/14/15	Labor: Michael Henn	
	384.00	8/18/15	Labor - Frank Clark, Michael Henn	
Contracted Amt: \$25,000	1,336.23	8/18/15	Aerials/Maps/Photos	
	195.75	8/31/15	Labor: Frank Clark, Michael Henn	
	1,020.00	9/30/15	Labor: Laura Foss	
	2,241.25	10/31/15	Labor: Frank Clark, Michael Henn; Michael Whitehead	
	87.50	12/15/15	Labor: Michael Henn	
	1,476.25	12/31/15	Labor: Frank Clark, Holly Stockton, Michael Whitehead	
	28.44	12/31/15	Mileage	
	837.50	1/31/16	Frank Clark, Michael Henn	
	4,292.50	2/29/16	Labor: Shan Ahmad, Frank Clark, Michael Henn, Jeremiah Roy, Clay Snider	
	97.75	2/29/16	Meals	
	1,873.75	3/31/16	Labor: Shan Ahmad, Frank Clark, Jeremiah Roy, Clay Snider, Michael Whitehead	
	1,495.00	4/30/16	Labor: Frank Clark, Michael Henn, Jeremiah Roy, Mark Smith, Clay Snider, Michael Whitehead	
	221.25	5/31/16	Labor: James Maxwell, Clay Snider	
	87.50	9/30/16	Labor: Clay Snider, Michael Whitehead	
	1,516.25	10/31/16	Labor: Frank Clark, Michael Henn, Clay Snider, Micahel Whitehead	
	903.75	11/30/16	Labor: Michael Henn, Joshua Hopper, Jeremiah Roy, Clay Snider	
	2,332.75	12/31/16	Labor: Frank Clark, Michael Henn, James Maxell, Antonia Pacholczuk, Clay Snider, Michael Whitehead	
	24.62	12/31/16	Postage/Shipping/Delivery	
	131.00	1/31/17	Labor: Frank Clark, Clay Snider	
Total	20,976.79			
Indoor Air Sampling Contract: \$3,300				
	470.00	4/30/16	Labor: Mark Smith, Clay Snider	Completed
	90.00	5/31/16	Labor: Clay Snider	
	1,603.75	6/30/16	Labor: Michael Henn, Clay Snider	

W M Environmental Program Tracking

		1,472.00	6/30/16	Other Sub-Contractors: Laboratory	
Total:		3,635.75			
Response Action Plan (RAP)					
Contract: \$10,500		502.50	7/31/16	Labor: Joshua Hopper, Clay Snider	
		2,810.00	8/31/16	Labor: Frank Clark, Trudy Hasan, James Maxwell, Clay Snider, Ross Tucker, Michael Whitehead.	
		36.27	8/31/16	Shipping, postage, delivery	
		393.75	9/30/16	Labor: Shan Ahmad	
		770.00	10/31/16	Labor: Michael Henn, Clay Snider, Michael Whitehead	
		172.50	11/30/16	Labor: Michael Henn, Joshua Hopper	
		45.00	1/31/17	Labor: Michael Henn	
Total:		4,730.02			
Soil Excavation					
Contract: \$20,000		93.00	1/31/17	Labor: Clay Snider	
Total		93.00			
Response to TCEQ					
Contract: \$2,500		458.75	10/31/16	Labor: Michael Henn, Clay Snider	
		1,841.15	10/31/16	Subcontractors: Laboratory (\$1,381.15), Drilling (\$460)	
		402.50	11/30/16	Labor: Michael Whitehead	
Total:		2,702.40			
900-908 Kirby					
				Project Total:	19,796.09
Phase I - Contract \$2,800		2,800.00	10/31/16		Completed
		2,800.00			
Limited Phase II - Contract \$17,000		4,052.50	9/30/16	Labor: Shan Ahmad, Michael Henn, Joshua Hopper, Clay Snider, Michael Whitehead	
		11.18	9/30/16	Mileage	
		227.25	9/30/16	Vehicle Usage/ W&M Equipment	
		937.50	10/31/16	Labor: Shan Ahmad, Michael Henn, Clay Snider, Michael Whitehead	
		11,450.55	10/31/16	Subcontractors: Laboratory (\$3,685.75), Drilling (\$7,764.80)	
		98.36	10/31/16	Misc. Supplies	
		218.75	10/31/16	Vehicle Usage/ W&M Equipment	
		16,996.09			
201 Industrial Ct					
				Project Total:	2,400.00

W M Environmental Program Tracking

Phase I - Contract \$2,400	2,400.00	10/17/16		Completed
	2,400.00			
Hwy 78-CFA VCP				
			Project Total:	1,233.00
Phase I - Contract \$1,000	1,233.00	1/31/17	Labor: Frank Clark, Clay Snider, Michael Whitehead	
	1,233.00			
	Spent		Contracted	
Total W&M Expenditures:	118,239.65		\$150,000	

WEDC Promotional Activities 2016-17 Mavericks Tickets

Date	Attendees
October 3, 2016	W&M Environmental (Pre-season)
October 28, 2016	Coventry Reserve - Auction Item (Pre-Season)
November 6, 2016	Jim Campbell - Chairman of the Board, Lone Star Circuits
November 18, 2016	Wylie Eye Center
December 27, 2016	United Commercial Realty
January 7, 2017	Primary Integration Systems
January 30, 2017	Falcon Realty
February 9, 2017	Mark Hambelton - DCU

Regional Housing Permits

Wylie

	09	10	11	12	13	14	15	16	17
January	13	28	20	16	18	14	46	9	15
February	7	18	9	22	14	20	31	4	
March	26	20	28	18	17	30	31	43	
April	16	23	18	29	38	10	57	41	
May	11	26	18	20	22	26	68	101	
June	36	24	19	13	11	9	57	58	
July	21	33	20	19	18	29	36	34	
August	22	24	16	20	19	19	30	25	
September	38	23	22	15	8	17	24	18	
October	15	17	16	28	30	21	32	26	
November	21	13	5	14	18	20	33	11	
December	31	15	10	16	23	65	38	39	
TOTAL	257	264	201	230	236	280	483	409	15

Lavon

	09	10	11	12	13	14	15	16	17
January	3	8	2	4	5	4	6	2	12
February	4	7	11	2	5	11	6	5	
March	10	8	3	6	3	17	8	3	
April	6	13	1	12	24	7	11	1	
May	7	8	1	0	9	17	4	4	
June	12	12	9	2	5	12	5	1	
July	14	11	2	3	1	14	12	1	
August	14	12	9	6	3	1	5	0	
September	1	0	6	7	6	2	7	0	
October	3	14	4	2	1	9	5	0	
November	13	5	5	3	2	1	2	0	
December	2	1	7	1	4	5	6	0	
TOTAL	89	99	60	48	68	100	77	17	12

Murphy

	09	10	11	12	13	14	15	16	17
January	2	14	4	7	26	13	1	12	5
February	1	15	3	14	4	5	5	4	
March	4	15	9	6	6	8	4	5	
April	7	12	8	10	23	1	3	8	
May	7	5	11	14	7	7	2	2	
June	12	13	6	19	15	6	7	4	
July	12	7	7	16	7	22	4	2	
August	6	3	4	13	15	16	2	21	
September	12	7	4	10	10	3	3	6	
October	4	8	3	16	16	4	0	2	
November	5	7	3	17	5	5	2	6	
December	14	9	8	7	15	4	0	1	
TOTAL	86	115	70	149	149	94	33	73	5

Sachse

	09	10	11	12	13	14	15	16	17
January	5	17	14	8	13	18	14	16	2
February	8	10	3	11	8	29	17	31	
March	11	11	9	12	1	13	24	31	
April	12	11	8	4	13	17	12	24	
May	6	13	11	17	10	21	6	21	
June	17	11	8	17	14	16	38	25	
July	11	15	7	14	15	30	12	22	
August	12	14	5	19	10	29	41	32	
September	13	3	12	12	17	23	27	20	
October	15	3	8	15	25	18	31	29	
November	14	4	6	9	12	27	26	12	
December	12	6	7	10	11	39	12	11	
TOTAL	136	118	98	148	149	280	260	274	2

Inspiration

[illegible]

Regional Housing Permits

Wylie Pending Developments

Estates of Creekside - 45 ac. - 63 Lots, 3 open space
Braddock Place, Phase 2 - 185 ac. - 44 Lots
Kreymer Estates Phase 1 - 36.475 ac. - 110 Lots
Lewis Ranch - 53 ac. - 216 Lots
Woodbridge 16 - 25.083 ac. - 111 Lots
Dominion of Pleasant Valley - 361.4 ac. - 975 Lots
Covington Estates Ph 1 - 14.308 ac. - 44 lots
Bozeman Farms - 780 lots remaining (145 under cons.)
Alanis Crossing - Phase 1 - 29.292 ac - 53 Lots
Braddock Place, Phase 3 - 18.322 ac. - 53 Lots, 2 open space
Wilson Creek - 38 ac. 140 lots
Inspiration 2B - 25 ac. 76 lots Wylie ETJ
ZC 2014-08 Nails - 25 ac. 105 Townhomes
Hunter's Cove Phase I - 31.414 ac 58 Lots
Bozman Farms Phase 3 - 50.392 ac 139 Lots
Braddock Place Phase 4 - 25.608 ac 77 Lots
Braddock Place Phase 3 - 18.322 ac. 53 Lots
Creekside Estates Phase VII - 23.267 ac. - 11 Lots
Castle Park - 31.41 ac 56 Lots
Inspiration Phase 1 & 2 -- 53 Lots
Kreymer Estates Amenity Center - 3.3 ac. 1 Lot
Kreymer Estates Phase 2 - 23.171 ac 60 Lots
Kreymer Estates Phase 3 - 29.7654 ac 74 Lots
Mansions at Wylie Seniors - 13.125 ac 1 Lot
Schupbach Estates - 0.633 ac. 2 Lots
Wooded Creek Phase 2 Amenity Center - 0.512 ac 1 Lot
Creekside Estates Phase VIII - 20.551 ac 65 Lots
Kreymer Estates Phase 4 - 27.312 ac 78 Lots
Bozman Farms Phase 5 - 69.071 ac 198 Lots
HNI Townhome Addition - 10.06 ac 104 Lots
Alanis Crossing Phase II - 26.239 ac 42 Lots
Trailsplace Lot 6-BR & 6 C - 0.256 ac 2 Lots
Kreymer Park - 45.57 ac 151 Lots
Kreymer Estates Phase 3 - 29.7654 ac 74 Lots
Braddock Place Phase 5 - 28.019 ac
Railroad Addition Block 31 - 1 ac.
Creekside Estates Ph 9 - 12 ac

Sachse Pending Developments

Jackson Hills Phase 3A-2 - 55 Lots
Heritage Park - Phase 3 - 81 Lots
Parkwood Ranch - Phase 2 - 102 Lots
Jackson Hills - Phase 3B - 114 Lots
Jackson Meadows - 51 Lots
Woodbridge - Phase 19 - 148 Lots
ETJ
C & F Copeville Addition - 3.515 ac 3 Lots
Geckler Addition - 14.274 ac 1 Lot
Reyes estates - 3.61 ac 2 Lots
Creeks Crossing - 3.187 ac 2 Lots

**CITY OF WYLIE, TEXAS
COMPREHENSIVE ANNUAL FINANCIAL REPORT**

**FISCAL YEAR ENDED
SEPTEMBER 30, 2016**

**AS PREPARED BY THE
FINANCE DEPARTMENT**

Profile of the City

The City of Wylie is located in the south central portion of Collin County, approximately 23 miles northeast of downtown Dallas. Incorporated in 1887, the City adopted its Home Rule Charter on January 19, 1985, and operates under a council-manager form of government. The City Council is comprised of a Mayor and six council members. All members are elected at-large on a staggered and nonpartisan basis for three-year terms. They are responsible to enact local legislation, provide policy, and annually adopt the operating budget. They appoint the City Manager, City Attorney, Judge of the Municipal Court and members of various boards and commissions. The City Manager, under the oversight of the City Council, is responsible for the proper administration of the daily operations of the City.

The City provides a full range of municipal services including general government, public safety (police, fire, and emergency communications), streets, library, parks and recreation, planning and zoning, code enforcement, animal control, and water and sewer utilities. Sanitation services are provided by the City but are privately contracted. The Wylie Economic Development Corporation (WEDC) is included in the financial statements as a discrete component unit. Its purpose is to aid, promote and further economic development within the City. The Wylie Park and Recreation Facilities Development Corporation (4B Corporation) is also combined within the financial statements of the City. Both WEDC and the 4B Corporation are primarily funded with sales tax revenues. Both corporations are discussed more fully in the notes to the financial statements.

The annual budget of the City serves as the foundation for its financial plan and control. The budget is proposed by the City Manager and adopted by the City Council in accordance with policies and procedures established by the City Charter, ordinances and state law. The budget process begins each year with a budget message from the City Manager highlighting the objectives to be used in developing departmental budgets. The departmental budgets are then reviewed by the City Manager and a proposed budget is prepared for presentation to the City Council. The City Council reviews the budget in subsequent work sessions and a formal budget is prepared and made available to the public for review by August 5th each year or a date to be determined by the City Council. Prior to official adoption of the budget by Council, a public hearing on the proposed budget is held to allow for public input.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Wylie operates.

Local economy

Fast paced growth has again become the predominant characteristic of the City. After the City's growth showed an evident slowdown which went hand in hand with the nationwide economic downturn, there was a much improved environment in Fiscal Year 2013. The growth rate began improving in Fiscal Year 2013, continued in Fiscal Year 2014 and has been very strong in Fiscal Year 2015 and again in Fiscal Year 2016. The 2016 population of the City has been estimated at about 47,776. This represents a modest 2% growth over the previous year which should have been listed at 46,696. The growth is also evidenced in residential construction. Although there was an increase in population of only 2%, residential construction permits remained almost as strong as the previous year total of 479 permits. For the year ending September 30, 2016, the City issued 427 permits. This continues the strong issuance of building permits that first began in Fiscal Year 2013. Fiscal Years 2011 and 2012 saw a decline in construction permits from the prior years. The economy remains strong and this is also evidenced in the tax base. When both residential and commercial growth is considered, our total tax base increased by 11.5% over the previous year. Our freeze adjusted taxable assessed value this year, as provided by the Collin Central Appraisal District, Dallas Central Appraisal District and Rockwall Central Appraisal District, was \$2,921,053,864.

The City's growth continues at a rapid pace and a very favorable economic environment exists. The City was named the Best Small City for Families in the nation among cities with populations of 25,000 to 100,000 as determined by financial website NerdWallet according to Forbes magazine. In addition the Police Department announced that the City's overall crime rate for 2015 reflected a decrease of 28% per 1,000 population although the population had increased.

**City of Wylie, Texas
Management's Discussion and Analysis
September 30, 2016**

The Statement of Net Position presents information on all of the City's assets and deferred outflows of resources and liabilities and deferred inflows of resources with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flow. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide statements distinguish between governmental activities and business-type activities. Governmental activities basically account for those activities supported by taxes and intergovernmental revenues. On the other hand, business-type activities are basically supported by user fees and charges. Most City services are reported in governmental activities while business-type activities are reported in the Enterprise Fund.

The government-wide statements include not only the City but also a discrete component unit, the Wylie Economic Development Corporation (WEDC). Although legally separate, WEDC is financially accountable to the City.

Fund financial statements. The City, like other state and local governments, utilizes fund accounting to ensure and demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains twenty-seven individual governmental funds. Information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances for the General Fund and the General Obligation Debt Service Fund. All Capital Projects Funds are combined for a single, aggregated presentation. Data from the other non-major funds are also combined and reported in a single column. Individual fund data for each of the non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary funds. The City maintains one type of proprietary fund, an enterprise fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses an enterprise fund to account for its water and sewer operations.

Proprietary funds financial statements provide the same type of information as the government-wide financial statements, only in more detail.

CITY OF WYLIE, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

B. Financial Reporting Entity – Continued

Blended Component Unit

The Wylie Park and Recreation Facilities Development Corporation ("the 4B Corporation") is presented in the basic financial statements as a blended component unit of the City. The 4B Corporation's board is substantively the same as the City Council. All members of the 4B Corporation other than the board are City employees. The City Manager is the Chief Executive Operating Officer of the 4B Corporation. The purpose of the 4B Corporation, which is financed with a voter-approved half-cent sales tax, is to promote economic development within the City through the construction of park and recreation facilities. The 4B Corporation has a September 30 year-end. The 4B Corporation's financial budget, treasury, and personnel functions are totally integrated with the City's (thus the City has operational responsibility for the 4B Corporation). All of the 4B Corporation's financial information is presented in the basic and combining financial statements along with the notes to these financial statements. The 4B Corporation does not issue separate financial statements.

Discretely Presented Component Unit

The Wylie Economic Development Corporation (WEDC) is a discretely presented component unit in the combined financial statements. The governing body of the WEDC is appointed by the City Council and the WEDC's operating budget is subject to approval of the City Council. The WEDC's board is not substantially the same as the City Council. The purpose of the WEDC, which is financed with a voter-approved half-cent City sales tax, is to aid, promote and further the economic development within the City. The WEDC is presented as a governmental fund type and has a September 30 year-end. Under a contract with the WEDC, the financial, budget, treasury and personnel functions of the WEDC are integrated with the City. All of WEDC's financial information is presented in the combined and combining financial statements along with the notes to these financial statements. There are no separately issued financial statements of the WEDC.

C. Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide (based on the City as a whole) and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees and charges for support. Additionally, the primary government is reported separately from the legally separate component unit for which the primary government is financially accountable.

The government-wide statement of activities demonstrates the degree to which the direct expenses of a functional category (Public Safety, Urban Development, etc.) or program are offset by program revenues. Direct expenses are those that are clearly identifiable with specific function or program. Program revenues include: a) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or program, b) grants and contributions that are restricted to meeting the operational requirements of a particular function or program, or c) grants and contributions that are restricted to meeting the capital requirements of a particular function or program. Taxes and other items not properly included among program revenues are reported instead as general revenues. Internally dedicated resources are also reported as general revenues rather than as program revenues.

CITY OF WYLIE, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

NOTE 8. LONG-TERM DEBT – CONTINUED

During the year ended September 30, 2016, the City issued \$34,250,000 General Obligation Refunding Bonds, Series 2016, of which \$4,140,000 is included as part of business-type activities. Net proceeds from the sale, including a \$478,714 issuer contribution, totaled \$41,282,445. Of these proceeds, \$40,903,408 was placed with an escrow agent to provide for all future debt payments of the refunded bonds.

This refunding resulted in a decrease in the City's debt service payments of \$5,325,413, which resulted in an economic gain (difference between the present value of the debt service payments of the old and new debt) of \$4,627,347.

As a result of this transaction, \$23,905,000 of general obligation bonds and \$9,280,000 of combination tax and revenue certificates of obligation of governmental activities, and \$4,690,000 of combination tax and revenue certificates of obligation of business-type activities were refunded and are considered legally defeased. As such, they are no longer included as liabilities in the City's basic financial statements.

Compensated Absences

Compensated absences represent the estimated liability for employees' accrued sick and vacation leave for which employees are entitled to be paid upon termination. The retirement of this liability is typically paid from the General Fund and Enterprise Funds based on the assignment of an employee at termination.

Discretely Presented Component Unit – Wylie Economic Development Corporation (WEDC)

WEDC Loans Payable as of September 30, 2016 are as follows:

Description	Balance
\$548,935, payable to bank, made December 2012, payable in monthly installments of \$10,107 through November 28, 2017, including interest at 3.99%.	\$ 138,838
\$400,000, payable to bank, made August 2014, payable in monthly installments of \$7,332 through August 22, 2019, including interest at 3.77%.	242,653
\$1,685,000, payable to bank, made September 2015, payable in monthly installments of \$17,059 through September 2017, including interest at 4.00%	1,650,927
\$967,000, payable to bank, made August 2014, payable in monthly installments of \$13,268 through final payment of \$31,407 on March 15, 2021, including interest at 2.61%.	690,868
\$722,365, payable to bank, made December 2014, payable in monthly installments of \$7,382.45 through final payment of \$404,868 on December 10, 2019, including interest at	616,779
\$387,317, payable to bank, made September 2015, payable in monthly installments of \$8,745, including interest at 4.00%, through final payment on September 2, 2019.	296,440
	<u>\$ 3,636,505</u>

CITY OF WYLIE, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

NOTE 8. LONG-TERM DEBT – CONTINUED

Discretely Presented Component Unit – Wylie Economic Development Corporation (WEDC) – Continued

Annual debt service requirements to maturity for WEDC debt is:

Year	Principal	Interest	Total
2017	\$ 2,158,293	\$ 124,350	\$ 2,282,643
2018	424,743	55,840	480,583
2019	385,413	31,019	416,432
2020	571,156	9,108	580,264
2021	96,900	293	97,193
Total	<u>\$ 3,636,505</u>	<u>\$ 220,610</u>	<u>\$ 3,857,115</u>

The following is a summary of WEDC long-term transactions for the year ended September 30, 2016:

Description	Balance 9/30/2015	Increases	Decreases	Balance 9/30/2016	Due Within One Year
Loans payable	\$2,475,396	\$ 1,685,000	\$ (523,891)	\$3,636,505	\$2,158,293
Compensated Absences	44,288	51,443	(11,037)	84,694	57,489
Net pension liability	147,106	41,706	-	188,812	-
Total long-term liabilities	<u>\$2,666,790</u>	<u>\$ 1,778,149</u>	<u>\$ (534,928)</u>	<u>\$3,910,011</u>	<u>\$2,215,782</u>

NOTE 9. PENSION PLAN

A. Plan Description

The City participates as one of 866 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS' defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmr.com.

All eligible employees of the City are required to participate in TMRS.

CITY OF WYLIE, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

NOTE 9. PENSION PLAN - CONTINUED

C. Contributions - Continued

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 14.07% and 14.57% in calendar years 2015 and 2016, respectively. The City's contributions to TMRS for the year ended September 30, 2016 (including \$36,555 of contributions by WEDC) were \$2,611,189, and were equal to the required contributions.

D. Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2015 and the Total Pension Liability (TPL) used to calculate the NPL was determined by an actuarial valuation as of that date.

Actuarial Assumptions:

The Total Pension Liability in the December 31, 2015 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	3.0% per year
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender distinct RP2000 Combined Healthy Mortality Table, which male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment are used with males rates multiplied by 109% and female rates multiplied by 103% with a 3-year set-forward for both males and females. In addition, a 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements subject to the 3% floor.

Actuarial assumptions used in the December 31, 2015, valuation were based on the results of actuarial experience studies. The experience study in TMRS was for the period December 31, 2010 through December 31, 2014. Healthy post-retirement mortality rates and annuity purchase rates were updated based on a Mortality Experience Investigation Study covering 2009 through 2011, and dated December 31, 2013. These assumptions were first used in the December 31, 2013 valuation, along with a change to the Entry Age Normal (EAN) actuarial cost method. Assumptions are reviewed annually. No additional changes were made for the 2014 valuation. After the Asset Allocation Study analysis and experience investigation study, the Board amended the long-term expected rate of return on pension plan investments from 7% to 6.75%. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

CITY OF WYLIE, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

NOTE 9. PENSION PLAN - CONTINUED

E. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2016, the City recognized pension expense of \$3,234,520 (including \$45,282 recognized by WEDC). At September 30, 2016, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 301,866	\$ -
Changes in actuarial assumptions	-	202,818
Difference between projected and actual investment earnings	2,452,421	-
Contributions subsequent to the measurement date	1,994,487	-
Total	<u>\$ 4,748,774</u>	<u>\$ 202,818</u>

The \$1,994,487 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will reduce the net pension liability during the year ending September 30, 2017. The other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ended Sept. 30:	
2017	\$ 660,850
2018	660,850
2019	660,852
2020	570,462
2021	<u>(1,545)</u>
Total	<u>\$ 2,551,469</u>

NOTE 10. NORTH TEXAS MUNICIPAL WATER DISTRICT

The North Texas Municipal Water District (the District) is a conservation and reclamation district and political subdivision of the State of Texas, created and functioning under Chapter 62, Acts of 1951, 52nd Legislature, Regular Session, as amended, originally compiled as Vernon's Article 8270-141 (the Act), pursuant to Article 16, Section 59 of the Texas Constitution. The District comprises all of the territory of its member cities, viz., Allen, Garland, Princeton, Plano, Mesquite, Wylie, Rockwall, Farmersville, McKinney, Richardson, Forney and Royse City (the "Member Cities"). The District was created for the purpose of providing a source of water supply for municipal, domestic and industrial use and for the treatment processing and transportation of such water to its Member Cities and to its other customers located in North Central Texas, all within the Dallas Standard Metropolitan Statistical Area.

CITY OF WYLIE, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

NOTE 14. CONDENSED FINANCIAL INFORMATION FOR DISCRETELY PRESENTED COMPONENT UNIT

Following is selected condensed financial statement information for the fund basis financial statements of the Wylie Economic Development Corporation:

<u>Balance Sheet</u>	<u>WEDC</u>
Assets	
Cash and equivalents	\$ 1,262,143
Receivables	1,068,608
Inventory	6,431,018
Prepays	12,000
Total Assets	\$ 8,773,769
Liabilities	
Accounts payable	\$ 286,067
Unearned revenue	258,343
Total Liabilities	544,410
Fund Balance	8,229,359
Total Liabilities and Fund Balance	\$ 8,773,769

<u>Statement of Revenues, Expenditures and Changes in Fund Balance</u>	<u>WEDC</u>
Revenues:	
Sales tax revenue	\$ 2,481,757
Interest income	5,225
Miscellaneous income	114,557
Total Revenues	2,601,539
Expenditures:	
Expenditures	2,677,402
Other financing sources/uses:	
Insurance recovery	318,052
Loss on disposal of property	(1,682,028)
Note proceeds	1,685,000
Net change in fund balance	245,161
Fund balance 10/1/2015	7,984,198
Fund balance 9/30/2016	\$ 8,229,359

CITY OF WYLIE, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

NOTE 14. CONDENSED FINANCIAL INFORMATION FOR DISCRETELY PRESENTED COMPONENT UNIT – CONTINUED

Following are reconciliations between the government-wide financial statements and the fund basis financial statements for WEDC:

Reconciliation of fund balance to net position:

Total fund balance	\$ 8,229,359
Deferred outflows - pensions	66,481
Deferred inflows - pensions	(2,839)
Payables for compensated absences	(84,694)
Accrued interest payable	(4,631)
Payable for loan principal not currently due and net pension liability	<u>(3,825,317)</u>
Net position	<u>\$ 4,378,359</u>

Reconciliation of change in fund balance to change in net position:

Change in fund balance	\$ 245,161
Change in payables for compensated absences	(40,406)
Change in accrued interest payable	(613)
New loan proceeds	(1,685,000)
Net effect of GASB 68 implementation	(8,726)
Payment of loan principal	<u>523,891</u>
Change in net position	<u>\$ (965,693)</u>


NOTE 15. LAND ACQUISITION

The discrete component unit owns property with a carrying value of \$6,431,018. This property is recorded as inventory and held as an incentive to attract businesses.

Wylie Economic Development Corporation

M E M O R A N D U M

TO: WEDC Board of Directors

FROM: Samuel Satterwhite, Executive Director 

SUBJECT: Jackson Street Mixed-Use Development

DATE: February 22, 2017

Issue

Discuss issues surrounding a proposed mixed use concept on WEDC property located on Jackson Street between Oak and Marble.

Analysis

Staff has encountered difficulty in marketing the WEDC property on Jackson Street for our envisioned mixed use project. The common response of potential developers is project cost versus the limited income producing square footage. In December staff requested that Pulliam Construction Management (PCM) evaluate our concepts developed by McCarthy Architecture for construction costs and potential income.

As a review, there were three schemes developed by McCarthy identifying different structural configurations and retail/living unit densities. The summary of each concept follows with the concept plans attached:

Scheme A:

Retail	21,820 square feet
Dwellings	34,462 square feet
Dwellings	41 units *
Parking Deck (2 nd floor)	15,581 square feet
Parking Required	137 **
Parking Provided	116 ***

* Dwelling units identified are predominately 800 square feet

** 32 existing parking spaces currently being utilized for downtown will be lost

*** Not including 24 spaces on west side of Jackson and 21 public parking spaces at Oak & Jackson

Scheme B:

Retail	16,531 square feet
Dwellings	59,989 square feet
Dwellings	66 units *
Parking Deck (2 nd floor)	39,485 square feet
Parking Required	173 **
Parking Provided	190 ***

* Dwelling units identified are predominately 800 square feet

** 32 existing parking spaces currently being utilized for downtown will be lost

*** Not including 24 spaces on west side of Jackson and 21 public parking spaces at Oak & Jackson

Scheme C:

Retail	21,272 square feet
Dwellings	34,646 square feet
Dwellings	41 units *
Parking Deck (2 nd floor)	39,485 square feet
Parking Required	135 **
Parking Provided	127 ***

* Dwelling units identified are predominately 800 square feet

** 32 existing parking spaces currently being utilized for downtown will be lost

*** not including 24 spaces on west side of Jackson and 21 public parking spaces at Oak & Jackson

In refining PCM's task, staff made the assumption that the ultimate goal is to generate as much residential density as possible. Under that assumption PCM was instructed to start with Scheme B in identifying construction cost along with annual revenue/expense projections as follows:

Construction Cost	\$14.3 mm
Revenue	\$964,883
Debt Service	\$716,267
Overhead	\$650,472
Cash Flow	(\$498,344)

Another factor negatively impacting the analysis is that there is no basis for land cost which will have to be factored in at market rates. In evaluating areas of concern as relating to construction cost, \$2.2 mm alone is estimated for the parking deck which is difficult to offset with limited density and similarly impacts Schemes A & C.

Following the realization that Scheme B will be difficult for a typical investor to undertake, staff requested that PCM identify project specifications which may have a better opportunity to cash flow which is attached as Scheme D and is as follows:

Scheme D:

Retail	4,000 square feet
Dwellings	22,400 square feet
Dwellings	22 units *
Parking Deck (2 nd floor)	n/a
Parking Required	58 **
Parking Provided	90 ***

* Dwelling units identified are 10 @ 800 square feet and 12 @ 1,200 square feet

** 32 existing parking spaces currently being utilized for downtown will be lost

*** not including 24 spaces on west side of Jackson and 21 public parking spaces at Oak & Jackson

Construction Cost	\$3.5 mm
Revenue	\$327,200
Debt Service	\$160,080
Overhead	\$167,518
Cash Flow	(\$33,118)

Under Scheme D, the retail/office space could potentially be supported without changing traffic patterns due to its orientation toward Marble, the existing 32 spaces of parking could be accommodated on site without having to utilize the ‘City’ parking lot at Oak and Jackson, and the ‘City’ parking lot could potentially be redeveloped with a commercial use without the need for the parking it provides. The scaled-back Scheme D also allows for the commercial development of the McMillan property since on-street parking on the west side of Jackson will support its commercial use.

Staff is not prepared to fully abandon the concepts developed by McCarthy (in conjunction with staff), but there appears to be a wide gap between what we want and what can actually be delivered by the investment community.

Recommendation

Staff has no recommendation as this is a discussion item but is seeking direction from the Board on how to proceed with this information.

Attachment

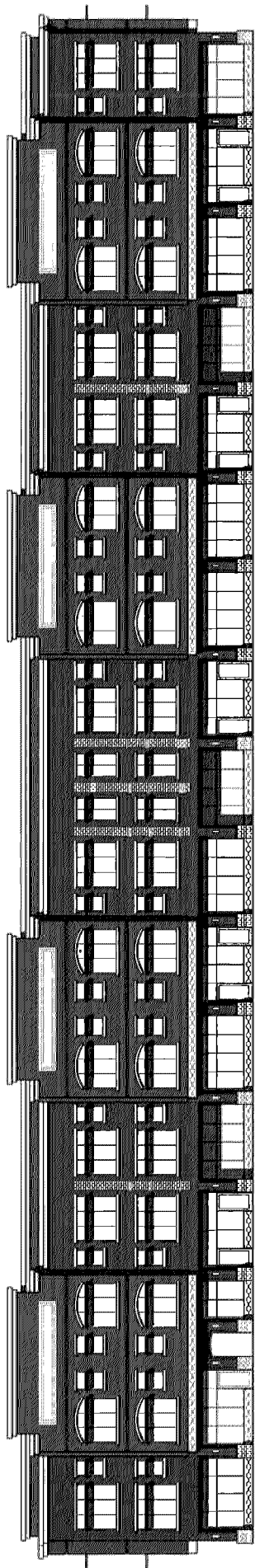
Conceptual Elevation

Conceptual Layout – Scheme A

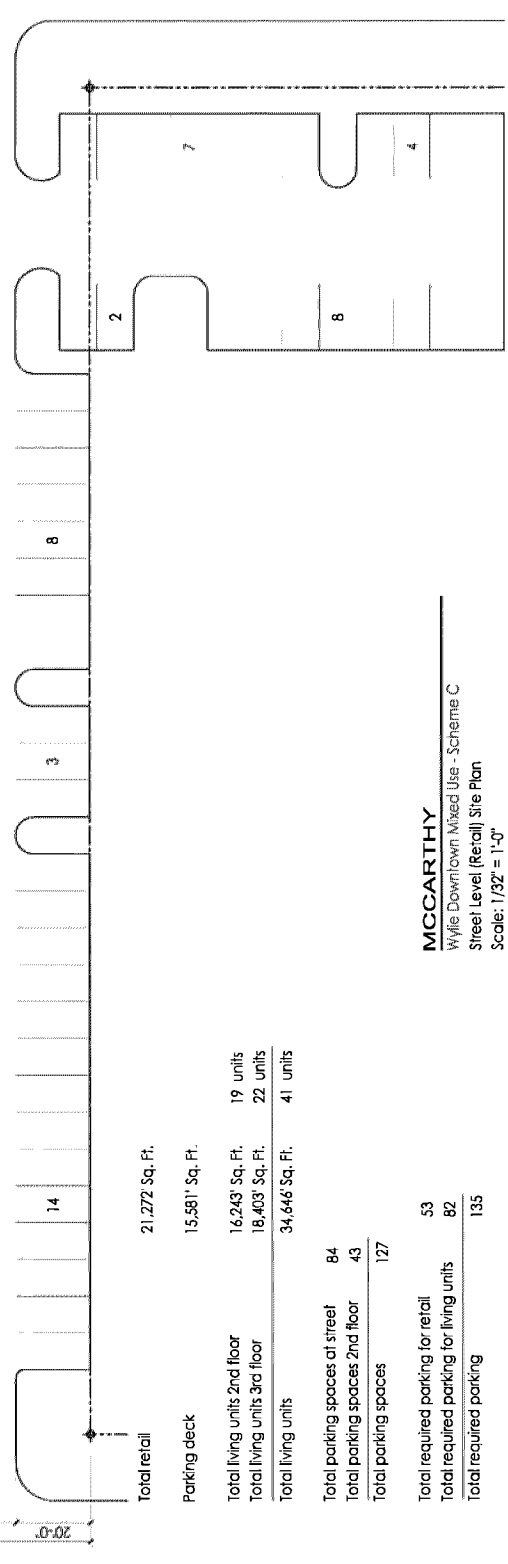
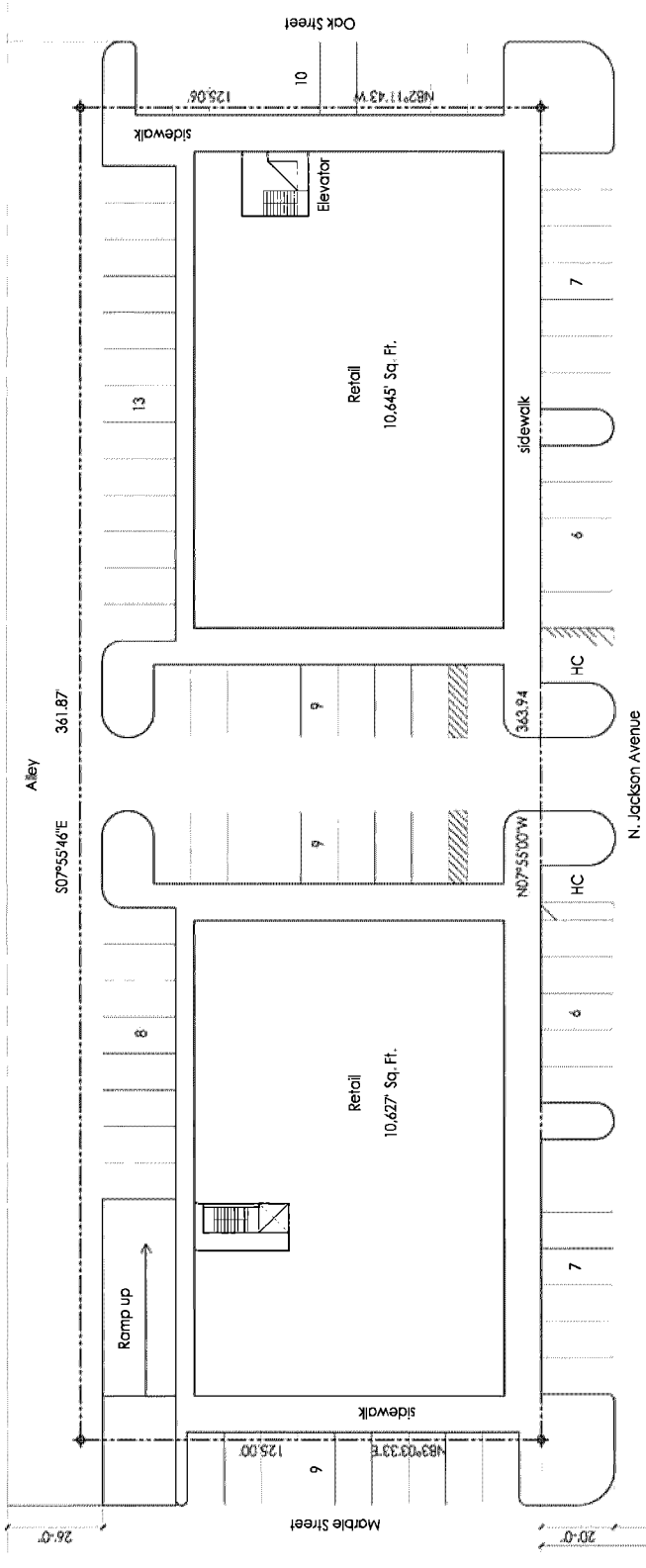
Conceptual Layout – Scheme B

Conceptual Layout – Scheme C

Conceptual Layout – Scheme D



Jackson Street Elevation



Total retail	21,272 Sq. Ft.
Parking deck	15,581 Sq. Ft.
Total living units 2nd floor	16,243 Sq. Ft. 19 units
Total living units 3rd floor	18,403 Sq. Ft. 22 units
Total living units	34,646 Sq. Ft. 41 units
Total parking spaces at street	84
Total parking spaces 2nd floor	43
Total parking spaces	127
Total required parking for retail	53
Total required parking for living units	82
Total required parking	135

MCCARTHY
 Wylie Downtown Mixed Use - Scheme C
 Street Level (Retail) Site Plan
 Scale: 1/32" = 1'-0"

Scheme D

